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No. 361 NEW DELHI, OCTOBER 1—OCTOBER 7, 2006, SATURDAY/ASVINA 9—ASVINA 15, 1928

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

विधि और न्याय मंत्रालय
(विधि कार्य विभाग)

नई दिल्ली, 21 अगस्त, 2006

का.आ. 3903.—केन्द्रीय सरकार, दंड प्रक्रिया संहिता 1973
(1974 का 2) की धारा 24 की उप-धारा (1) द्वारा प्रदत्त शक्तियों
का प्रयोग करते हुए:—

- (1) श्रीमती उषा वी. केजरीवाल, अधिवक्ता, मुम्बई,
- (2) श्री विजय एच. कंधारिया, अधिवक्ता, मुम्बई,
- (3) सुश्री राजेश्री मलसूर गधवी, अधिवक्ता, मुम्बई,

को मुम्बई उच्च न्यायालय में भारत संघ या केन्द्रीय सरकार के किसी विभाग या कार्यालय द्वारा या उसके विरुद्ध सभी दंडिक मामलों का, जिनके अंतर्गत दंडिक रिट याचिकाएं, दंडिक अपीलें, दंडिक पुनरीक्षण, दंडिक निर्देश और दंडिक आवेदन भी हैं, संचालन करने के प्रयोजन के लिए इस शर्त के अधीन रहते हुए तत्काल प्रभाव से तीन वर्ष की अवधि के लिए या अगले आदेश तक, इनमें से जो भी पूर्वतर हो, अपर लोक अभियोजक के रूप में नियुक्त करती है कि श्रीमती उषा वी. केजरीवाल, अधिवक्ता, श्री विजय एच. कंधारिया, अधिवक्ता और सुश्री राजेश्री मलसूर गधवी, अधिवक्ता अपर लोक अभियोजक के रूप में अपनी नियुक्ति की अवधि के दौरान भारत संघ या केन्द्रीय

सरकार के किसी विभाग या कार्यालय के विरुद्ध ऊपर निर्देशित किसी दंडिक मामले में मुम्बई उच्च न्यायालय में उपसंजात नहीं होंगे।

[फा. सं. 23(2)/2006-न्यायिक]

आर. एम. शर्मा, अपर सचिव

MINISTRY OF LAW AND JUSTICE
(Department of Legal Affairs)

New Delhi, the 21st August, 2006

S.O. 3903.—In exercise of the powers conferred by sub-section (1) of Section 24 of the Code of Criminal Procedure, 1973 (2 of 1974), the Central Government hereby appoints,—

- (1) Mrs. Usha V. Kejariwal, Advocate, Mumbai,
- (2) Shri Vijay H. Kantharia, Advocate, Mumbai,
- (3) Ms. Rajeshree Malsur Gadhvi, Advocate, Mumbai,

as Additional Public Prosecutors with immediate effect for the purpose of conducting all criminal cases including Criminal Writ Petitions, Criminal Appeals, Criminal Revisions, Criminal References and Criminal applications by or against the Union of India or any Department or Office of the Central Government, in the High Court of Judicature at Mumbai, for a period of three years or until further orders, whichever is earlier, subject to the condition

that Mrs. Usha V. Kejariwal, Advocate, Shri Vijay H. Kantharia, Advocate and Ms. Rajeshree M. Gadhvi, Advocate, shall not appear against the Union of India or any Department or Office of the Central Government in any criminal case referred to above in the High Court of Judicature at Mumbai during the period of their appointments as Additional Public Prosecutor.

[F.No. 23(2)/2006-Judl.]

R. M. SHARMA, Addl. Secy.

गृह मंत्रालय

नई दिल्ली, 10 अगस्त, 2006

का.आ. 3904.—सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा-3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार, एतद्वारा, नीचे दी गई सारणी के कालम (1) में वर्णित अधिकारी को भारत सरकार के राजपत्रित अधिकारी होने के नाते कथित अधिनियम के उद्देश्यों हेतु सम्पदा अधिकारी नियुक्त करती है तथा आगे यह निदेश देती है कि उक्त अधिकारी कथित सारणी के कालम (2) में विनिर्दिष्ट क्षेत्राधिकार की सीमाओं के भीतर केन्द्रीय रिजर्व पुलिस बल के नियंत्रण या अधिकार में सरकारी परिसरों के संबंध में कथित अधिनियम के अन्तर्गत अथवा उसके द्वारा सम्पदा अधिकारी को सौंपे गए कर्तव्यों का निर्वहन और प्रदत्त शक्तियों का प्रयोग करेगा।

सारणी

अधिकारी का पदनाम	सरकारी परिसरों की श्रेणियां तथा क्षेत्राधिकार की स्थानीय सीमाएं
1	2
पुलिस उप महानिरीक्षक/प्रिंसिपल, पेरिंगोम, कन्नूर जिला, केरल में रंगरूट प्रशिक्षण केन्द्र-3, केन्द्रीय केन्द्रीय रिजर्व पुलिस बल से रिजर्व पुलिस बल	संबंधित भूमि परिसर व परिसंपत्तियां

[फा. सं. ए-II-1/2006-प्रशा-1(आरटीसी-3)-एमएचपीएफ-III]

रंजनेश सहाय, निदेशक (पुलिस वित्त)

MINISTRY OF HOME AFFAIRS

New Delhi, the 10th August, 2006

S.O. 3904.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the officer mentioned in column (1) of the table below, being Gazetted Officer of the Government, to be Estate Officer for the purposes of the said Act, and further directs that the said officer shall exercise the powers conferred and perform the duties imposed, on estate officer by or under the said Act in respect of public premises under the control or occupation of the Central Reserve

Police Force within the limits of jurisdiction specified in column (2) of the said table.

TABLE

Designation of the Officer	Categories of public premises and local limits of jurisdiction
1	2
Deputy Inspector General of Police/Principal, Recruits Training Centre-3, Central Reserve Police Force	Premises of land and assets belonging to the Central Reserve Police Force at Peringome, Kannur District, Kerala

[F.No. A-II-1/2006-Adm-I(RTC-3)-MHA-PF-III]
RANJANESH SAHAI, Director (Police Finance)

वित्त मंत्रालय

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 25 सितम्बर, 2006

का.आ. 3905.—गोवा, दमन एवं दीव (बैंकों का पुनर्गठन) विनियमावली, 1962 के विनियम 4(1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा श्री ट्रिवोर थ्योडोर फर्नांडिस, मुख्य प्रबंधक (एसएमजीएस-IV), भारतीय स्टेट बैंक, को उनके कार्यभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए बैंकों नेशनल अल्ट्रा मैरिनो एंड केक्सा इकॉनोमिका डि गोवा के अभिरक्षक के रूप में नियुक्त करती है।

[फा. सं. 66(1)/2006-बीओ-II]

डी. पी. भारद्वाज, अवर सचिव

MINISTRY OF FINANCE

(Department of Economic Affairs)

(BANKING DIVISION)

New Delhi, the 25th September, 2006

S.O. 3905.—In exercise of the powers conferred under regulation 4(1) of Goa, Daman & Diu (Banks Reconstruction) Regulations, 1962, the Central Government hereby appoints Shri Trevor Theodore Fernandes, Chief Manager (SMGS-IV) in the State Bank of India, as the Custodian of Banco Nacional Ultramarino and Caixa Economica de Goa for a period of three years from the date he assumes the charge of the post.

[F.No. 66(1)/2006-BO. II]

D. P. BHARDWAJ, Under Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य और परिवार कल्याण विभाग)

नई दिल्ली, 12 सितम्बर, 2006

का. आ. 3906—केन्द्रीय सरकार ने भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उप-धारा (1)(क) के खण्ड (क) के अनुसरण में तथा छत्तीसगढ़ सरकार के साथ परामर्श करके डा. एस. एल. एडिली को इस अधिसूचना के

जारी होने की तारीख से पांच वर्षों की अवधि के लिए भारतीय आयुर्विज्ञान परिषद् के सदस्य के रूप में मनोनीत किया है।

अतः, अब, उक्त अधिनियम की धारा 3 की उप-धारा (1)(क) के उपबन्ध के अनुसरण में, केन्द्रीय सरकार एतद्वारा भारत सरकार के तत्कालीन स्वास्थ्य मंत्रालय की दिनांक 9 जनवरी, 1960 की अधिसूचना संख्या का.आ. 138 में निम्नलिखित और संशोधन करती है अर्थात् :—

उक्त अधिसूचना में “धारा 3 की उप-धारा (1) के खण्ड (क) के अधीन मनोनीत” शीर्षक के अन्तर्गत क्रम संख्या 27 और उससे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित क्रम संख्या और प्रविष्टियाँ प्रतिस्थापित की जाएंगी, अर्थात् :—

“27. डा. एस.एल. अदिले, छत्तीसगढ़ सरकार”
प्रोफेसर पं. जे.एन. मेमोरियल
मेडिकल कालेज, रायपुर तथा
निदेशक चिकित्सा शिक्षा,
रायपुर, छत्तीसगढ़।

[सं. वी-11013/1/2005-एम ई (नीति-I)]

के.वी.एस. राव, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health and Family Welfare)

New Delhi, the 12th September, 2006

S.O. 3906.—Whereas the Central Government, in pursuance of clause (a) of sub-section (1) (a) of Section 3 of the Indian Medical Council Act, 1956 (102 of 1956) and in consultation with the Government of Chhattisgarh have nominated Dr. S.L. Adiley to be a member of the Medical Council of India for a period of five years with effect from the date of issue of this notification.

Now, therefore, in pursuance of the provision of sub-section (1) (a) of Section 3 of the said Act, the Central Government hereby makes the following further amendment in the notification of the Government of India in the then Ministry of Health number S. O. 138, dated the 9th January, 1960, namely :

In the said notification, under the heading, ‘Nominated under clause (a) of sub-section (1) of Section 3’, for serial number 27 and the entries thereto, the following serial number and entries shall be substituted, namely :—

“27. Dr. S.L. Adiley, Government of
Professor Pt. J. N. Memorial Chhattisgarh”
Medical College, Raipur and
Director Medical Education,
Raipur, Chhattisgarh.

[No. V-11013/1/2005-ME (Policy-I)]

K.V.S. RAO, Under Secy.

नई दिल्ली, 20 सितम्बर, 2006

का. आ. 3907—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उप-धारा (1)(ख) के उपबन्ध के अनुसरण में डा. गजेन्द्र सिंह, निदेशक, इंस्टीट्यूट ऑफ मेडिकल साइंसेज, बनारस हिन्दू विश्वविद्यालय, काय चिकित्सा संकाय

के सदस्य को बनारस हिन्दू विश्वविद्यालय की शैक्षणिक परिषद् (सीनेट के समकक्ष) द्वारा इस अधिसूचना के जारी होने की तारीख से पांच वर्षों की अवधि के लिए भारतीय आयुर्विज्ञान परिषद् के सदस्य के रूप में निर्वाचित किया गया है।

अतः अब, उक्त अधिनियम की धारा 3 की उप-धारा (1) के उपबन्ध के अनुसरण में, केन्द्रीय सरकार एतद्वारा भारत सरकार के तत्कालीन स्वास्थ्य मंत्रालय की दिनांक 9 जनवरी, 1960 की अधिसूचना संख्या का.आ. 138 में निम्नलिखित और संशोधन करती है अर्थात् :—

उक्त अधिसूचना में “धारा 3 की उपधारा (1) के खण्ड (ग) के अधीन निर्वाचित” शीर्षक के अन्तर्गत क्रम संख्या 26 और उससे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित क्रम संख्या और प्रविष्टियाँ प्रतिस्थापित की जाएंगी, अर्थात् :—

“26. डा. गजेन्द्र सिंह, बनारस हिन्दू विश्वविद्यालय”
निदेशक,
इंस्टीट्यूट ऑफ मेडिकल साइंसेज,
बनारस हिन्दू विश्वविद्यालय,
बनारस (उत्तर प्रदेश)

[सं. वी-11013/2/2004-एमई (नीति-I)]

के.वी.एस. राव, अवर सचिव

New Delhi, the 20th September, 2006

S.O. 3907.—Whereas in pursuance of the provision of sub-section (1)(b) of Section 3 of the Indian Medical Act, 1956 (102 of 1956) Dr. Gajendra Singh, Director, Institute of Medical Sciences, Banaras Hindu University, member of the faculty of Medicine, has been elected by the Academic Council (equivalent to senate) of the Banaras Hindu University to be a member of the Medical council of India for five years with effect from date of issue of this notification.

Now, therefore, in pursuance of the provision of sub-section (1) of Section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health number S.O. 138 dated the 9th January, 1960, namely :—

In the said Notification, under the heading, “Elected under clause (b) of sub-section (1) of Section 3”, for serial number 26 and the entries relating thereto the following entries shall be substituted, namely :—

“26. Dr. Gajendra Singh, Banaras Hindu
Director, University”
Institute of Medical Sciences,
Banaras Hindu University,
Banaras (Uttar Pradesh).

[No. V-11013/2/2004-ME (Policy-I)]

K.V.S. RAO, Under Secy.

दन्त शिक्षा अनुभाग

नई दिल्ली, 22 सितम्बर, 2006

का. आ. 3908.—केन्द्रीय सरकार दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त

शक्तियों का प्रयोग करते हुए, भारतीय दन्त चिकित्सा परिषद् से परामर्श करके उक्त अधिनियम की अनुसूची के भाग-1 में एतद्वारा निम्नलिखित संशोधन करती है; अर्थात् :—

2. अनुसूची के भाग-1 में ललित नारायण मिथिला विश्वविद्यालय, दरभंगा, बिहार से संबंधित क्रम संख्या 38 के सामने स्तम्भ 2 में मान्यताप्राप्त दंत चिकित्सा अर्हता “बैचलर आफ डेंटल सर्जरी” के अंतर्गत मौजूदा प्रविष्टियों के बाद निम्नलिखित अंतः स्थापित किया जाएगा, अर्थात् :—

3. डॉ. एस. एम. नक्वी इमाम डेंटल कालेज एंड हास्पिटल, बहेरा, जिला दरभंगा, बिहार के संबंध में बी डी एस डिग्री मान्यताप्राप्त अर्हता होगी यदि यह उक्त कालेज के 1992-93 से 2000-2001 तक के बैच के छात्रों को प्रदान की गई हो।

4. दरभंगा डेंटल कालेज, दरभंगा, बिहार के संबंध में बी डी एस डिग्री मान्यताप्राप्त अर्हता होगी यदि यह उक्त कालेज के 2000-01 तक के बैच के छात्रों को प्रदान की गई हो।

5. मिथिला माइनोरिटी डेंटल कालेज एंड हास्पिटल, लहेरियासराय, दरभंगा, बिहार के संबंध में बी डी एस डिग्री मान्यताप्राप्त अर्हता होगी यदि यह उक्त कालेज के 2000-01 तक के बैच के छात्रों को प्रदान की गई हो।

[फा. सं. वी-12025/16/2000-पी एम एस/डी ई]

राज सिंह, अवर सचिव

(Dental Education Section)

New Delhi, the 22nd September, 2006

S.O. 3908.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby makes the following amendments in Part-I of the Schedule to the said Act, namely :—

- In part-I of the Schedule, against Serial No. 38 relating to Lalit Narayan Mithila University, Darbhanga, Bihar, in column No. 2, under the recognized dental qualification “Bachelor of Dental Surgery”, the following shall be inserted after the existing entries, namely :—
- The BDS Degree in respect of Dr. S.M. Naqui Imam Dental College and Hospital, Bahera, District Darbhanga, Bihar shall be recognized qualification if granted from 1992-1993 to 2000-01 batches of the students of the said College.
- The BDS Degree in respect of Darbhanga Dental College, Darbhanga, Bihar shall be recognized qualification if granted up to 2000-01 batches of the students of the said college.
- The BDS Degree in respect of Mithila Minority Dental College, and Hospital, Laheriasarai, Darbhanga, Bihar shall be recognized qualification if granted up to 2000-01 batches of the students of the said college.

[F.No. V-12025/16/2000-PMS/DE]

RAJ SINGH, Under Secy.

भारी उद्योग एवं लोक उद्यम मंत्रालय

(भारी उद्योग विभाग)

नई दिल्ली, 25 सितम्बर, 2006

का.आ. 3909.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम-10 के उपनियम (4) के अनुसरण में, हिन्दुस्तान पेपर कॉर्पोरेशन लिमिटेड, कोलकाता, की निम्नलिखित इकाई को, जिसके 80 प्रतिशत से अधिक अधिकारियों/कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

कछार पेपर मिल, पंचग्राम-788802,

जिला-हैलाकाण्डी (असम)।

[सं. ई-11012/2/2005-हिन्दी]

डी.आर.एस. चौधरी, संयुक्त सचिव

MINISTRY OF HEAVY INDUSTRY AND PUBLIC ENTERPRISES

(Department of Heavy Industry)

New Delhi, the 25th September, 2006

S.O. 3909.—In pursuance of the sub-rule (4) of rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976, the Central Government hereby notifies the following unit of Hindustan Paper Corporation Limited, Kolkata, whereof more than 80% of staff have acquired the working knowledge of Hindi :—

Cachhar Paper Mill,

Panchgram-788802,

District-Hailakandi (Assam).

[No. E-11012/2/2005-Hindi]

D.R.S. CHAUDHARY, Jt. Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

(भारतीय मानक ब्यूरो)

नई दिल्ली, 21 सितम्बर, 2006

का.आ. 3910.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (कों) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1	आई एस 1161 : 1998-इस्पात नलिकाएँ संरचनात्मक उपयोगों के लिए-विशिष्ट (चौथा पुनरीक्षण)	संशोधन संख्या 2, अप्रैल 2006 से आई एस 1161 : 1998	12-09-2006

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन 9 बहादुर शाह जफर मार्ग नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. : एमटीडी 19/टी-2]

पी. घोष, निदेशक (एमटीडी)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

(BUREAU OF INDIAN STANDARDS)

New Delhi, the 21st September, 2006

S.O. 3910.— In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued:

SCHEDULE

Sl. No. and year No. of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)
1. IS 1161 : 1998 Steel Tubes for Structural Purposes—Specification (fourth revision)	Amendment No. 2 April, 2006 to IS 1161 : 1998	12-09-2006

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. MTD 19/T-2]

P. GHOSH, Director (Met Engg.)

नई दिल्ली, 21 सितम्बर, 2006

का. आ. 3911.— भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय

मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (कों) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम संख्या और वर्ष	संशोधित भारतीय मानक की संख्या	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1	आई एस 3589 : 2001—पानी और मल-जल के लिए इस्पात पाईप (168.3 से 2540 मिमी बाहरी व्यास के)—विशिष्ट (तीसरा पुनरीक्षण)	संशोधन संख्या 3 मार्च, 2006 से आई एस 3589 : 2001	12-09-2006

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. एमटीडी 19/टी-13]

पी. घोष, निदेशक (एमटीडी)

New Delhi, the 21st September, 2006

S.O. 3911.— In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued:

SCHEDULE

Sl. No. and year No. of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)
1. IS 3589 : 2001 Steel Pipes for Water and Sewage (168.3 to 2540 mm) Outside Diameter—Specification (third revision)	Amendment No. 3 March, 2006 to IS 3589 : 2001	12-09-2006

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional offices : New Delhi, Kolkata Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. MTD 19/T-13]

P. GHOSH, Director (Met Engg.)

नई दिल्ली, 22 सितम्बर, 2006

का.आ. 3912.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (कों) में संशोधन किया गया/किये गये हैं :-

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 6701 : 1985	2 जनवरी, 2006	2 जनवरी, 2006

इस भारतीय संशोधन की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादूर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों, कोलकाता, चण्डीगढ़, चेन्नई, मुंबई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. ईटी 23/टी-22]

पी. के. मुखर्जी, वैज्ञ. 'एफ' एवं प्रमुख (विद्युत तकनीकी)

New Delhi, the 22nd September, 2006

S.O. 3912.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the amendment to the Indian Standards, particulars of which are given in the Schedule hereto annexed has been issued :

SCHEDULE

Sl. No.	No. and year of the Indian Standards	No. and year of the Amendment	Date from which the Amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 6701 : 1985 Specification for Tungsten Filament Miscellaneous Electric Lamps (First Revision)	2 January, 2006	2 January, 2006

Copy of this Amendment are available with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[No. ET 23/T-22]

P. K. MUKHERJEE, Sc. 'F' & Head (Electrotechnical)

नई दिल्ली, 25 सितम्बर, 2006

का.आ. 3913.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (कों) में संशोधन किया गया/किये गये हैं :-

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 2849 : 1983	4 अगस्त, 06	31 अगस्त, 06
2.	आई एस 2095 (भाग 1) : 1996	3 सितम्बर, 06	30 सितम्बर, 06
3.	आई एस 2095 (भाग 2) : 2001	1 सितम्बर, 06	30 सितम्बर, 06
4.	आई एस 2095 (भाग 3) : 1996	2 सितम्बर, 2006	30 सितम्बर, 06

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. सीईडी/राजपत्र]

ए. के. सैनी, वैज्ञानिक 'एफ' एवं प्रमुख (सिविल इंजीनियरी)

New Delhi, the 25th September, 2006

S.O. 3913.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendment to the Indian Standards, particulars of which are given in the Schedule hereto annexed has been issued :

SCHEDULE

Sl. No.	No. and year of the Indian Standards	No. and year of the Amendment	Date from which the Amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 2849:1983	4, August, 06	31 August, 06
2.	IS 2095 (Part 1): 1996	3, September, 06	30 September, 06
3.	IS 2095 (Part 2): 2001	1, September, 06	30 September, 06
4.	IS 2095 (Part 3): 1996	3, September, 06	30 September, 06

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[No. CED/Gazette]

A. K. SAINI, Sc. 'F' & Head (Civil Engg.)

नई दिल्ली, 25 सितम्बर, 2006

का.आ. 3914.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (कों) में संशोधन किया गया/किये गये हैं :-

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	12823 : 1990	6, जून, 06	12 सितम्बर, 06

इस संशोधन की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. सीईडी/राजपत्र]

ए. के. सैनी, वैज्ञानिक 'एफ' एवं प्रमुख (सिविल इंजीनियरी)

New Delhi, the 25th September, 2006

S.O. 3914.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the amendment to the Indian Standards, particulars of which are given

in the Schedule hereto annexed has been issued :

SCHEDULE

Sl. No.	No. and year of the Indian Standards	No. and year of the Amendment	Date from which the Amendment shall have effect
(1)	(2)	(3)	(4)
1.	1.12823:1990	6, June, 06	12 September, 06

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. CED/Gazette]

A. K. SAINI, Scientist 'F' & Head (Civil Engg.)

नई दिल्ली, 26 सितम्बर, 2006

का.आ. 3915.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (कों) में संशोधन किया गया/किये गये हैं :-

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आईएस 13849:1993	6 अगस्त, 06	12 सितम्बर, 06

इन संशोधन की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध है।

[सं. : सीईडी/राजपत्र]

ए. के. सैनी, वैज्ञानिक 'एफ' एवं प्रमुख (सिविल इंजीनियरी)

New Delhi, the 26th September, 2006

S.O. 3915.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No. and year of the Indian Standards	No. and year of the Amendment	Date from which the Amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 13849:1993	6 August, 06	12 September 06

Copy of this standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. CED/Gazette]

A. K. SAINI, Scientist 'F' & Head (Civil Engg.)

नई दिल्ली, 28 सितम्बर, 2006

का.आ 3916.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के नियम 5 के उपनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेन्सों को उनके आगे दर्शायी गई तारीख से समाप्त कर दिया गया है:

अनुसूची

क्रम संख्या	लाइसेन्स नं.	लाइसेन्सधारी का नाम	शीर्षक से संबंधित भारतीय मानक	समाप्त करने की तिथि
1	2	3	4	5
1.	8557291	मैसर्स रेखा पैकर्स, जयपुर	14543	12-4-2006
2.	8491287	मैसर्स स्वास्थिक एन्टरप्राइजेज	14543	24-5-2006
3.	1494864	मैसर्स प्रकाश केमिकल्स	1061	9-6-2006

[सं. सीएमडी/1/13:13]

एस. के. चौधरी, उप-महानिदेशक (मुहर)

New Delhi, the 28th September, 2006

S.O. 3916.—In pursuance of sub-regulation (6) of regulation 5 of the Bureau of Indian Standards (Certification) Regulation, 1988, the Bureau of India Standards, hereby notifies that the licence (s) particulars of which is/are given below has/have been Cancelled with effect from the date indicated :

SCHEDULE

Sl. No.	Licence No. (CM/L-)	Name and Address of the Licensee	Article/process with relevant Indian Standards covered by the licence cancelled	Date of Cancellation
1	2	3	4	5
	APRIL 06			
1.	8557291	M/s Rekha Packers, 41, Krishna Colony, Naya Kheda, Amba Bari Jaipur	IS 14543 Packaged Drinking Water	12-4-06
	MAY 06			
2.	8491287	M/s Swastik Enterprises, F-31, RIICO Industrial Area, Gegal, Ajmer	IS 14543 Packaged Drinking Water	24-5-06
	JUNE 06			
3.	1494864	M/s Prakash Chemicals, Outside Ajmeri Gate, Ajmer	IS 1061 Disinfectant Fluid	9-6-06
	JULY 06			
	Nil			

[No. CMD-1/13:13]

S. K. CHAUDHURI, Dy. Director General (Marks)

300961/06-2

नई दिल्ली, 28 सितम्बर, 2006

का.आ 3917.-भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम (4) के उप-नियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेन्सों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिये गए हैं :-

अनुसूची

क्रम सं.	लाइसेंस सं.	चालू तिथि	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक व संबंधित भारतीय मानक
1	2	3	4	5
अप्रैल 2006				
1	8707890	10-04-2006	मै. ठोलिया केबल्स प्रा. लि., एफ-735 बी, विश्वकर्मा इंड. एरिया, जयपुर	एरियल बन्वेच केबल्स 14255
2	8689615	03-04-2006	मै. जमना इरिगेशन प्रा. लि., बी-139 सी, रोड नं. 12, विश्वकर्मा इंड. एरिया, जयपुर	यूपीओसी स्क्रीन व कासटिंग पाइप्स 12818
3	8706989	05-04-2006	मै. अबोक सिंग प्रा. लि., 101.103 औद्योगिक एरिया, झोटवाडा, जयपुर	स्टील फार जनरल परपज 2062
4	8706888	08-12-2005	मै. बी एस एन रबडर्स, एच 1.24 बडारना रोड नं. 14, वी.के.आई. एरिया, जयपुर	रबड सिलिंग रिंग्स फार गेस मेन्स 5382
5	8708488	17-04-2006	मैकेप कब इंडिया लि., एफ 1233, औद्योगिक एरिया, घाटल फेज 1, भिवाडी, जिला अलवर	क्रासलिंग्स पोलिथिन इन्सुलेटेड पीवीसी केबल्स 7098 भाग 2
6	8707082	05-04-2006	मै. मनोहर ज्वैलर्स, सोजत गेट के पास, जोधपुर	हालमार्किंग ऑफ गोल्ड ज्वैलरी 1417:1999
7	8707587	12-04-2006	मै. राठी पोलिप्लास्ट प्रा. लि., एफ-1233, औद्योगिक एरिया, कालाडेर, जयपुर	एचडीपीई पाइप्स 4984
8	8708084	13-04-2006	मै. लोर्ड क्लोरो अलकाली लि., एसपी 460, मत्सय इंड. एरिया, अलवर	ब्लीचिंग पाउडर 1065
9	8707385	10-04-2006	मै. शिवहरि एंड सन्स ज्वैलर्स, दिनेश चेम्बर, आबुरोड, सिरौही	हालमार्किंग ऑफ गोल्ड ज्वैलरी 1417:1999
10	8708589	17-04-2006	मै. राठी पोलिप्लास्ट प्रा. लि., एफ-1233, औद्योगिक एरिया, कालाडेर, जयपुर	क्यूसीपीई पाइप्स 14151 भाग 2
11	8709692	20-04-2006	मै. शिव शक्ति मिनरल्स एंड केमिकल्स, महिला अस्पताल के पास, नई सड़क, बलाडा, जिला जोधपुर	53 ग्रेड ओपीसी 12269
12	8709187	19-04-2006	मै. सालासर फास्टनर्स प्रा. लि., ई 42 बी, 1 रीको औ. एरिया कालाडेर, जयपुर	सीआईडी जोइन्ट्स 8794
13	8709793	21-04-2006	मै. लिलेश्वरी मिनरल वाटर, मारुति चौक, समन्दरी, बाडमेर	बन्द पेय जल 14543
मई 2006				
1	8712378	04-05-2006	मै. ओसवाल केबल्स प्रा. लि., 139, औद्योगिक एरिया, झोटवाडा, जयपुर	एरियल बन्वेच केबल्स 14255
2	8711982	09-05-2006	मै. श्री भगवान महावीर विकास सहायक समिति, 13ए, केलगिरी अस्पताल रोड, मालवीय नगर, जयपुर	5143

1	2	3	4	5
3	8714483	17-05-2006	मै. डाइनेमिक इंजीनियर्स, एफ 260, रोड नं. 13, वि. के. आई. एरिया, जयपुर	क्रासलिंग्स पोलिथिन इन्सुलेटेड केबल्स 7098 भाग 1
4	8712479	10-05-2006	मै. स्वीफ्ट फिनवेस्ट प्रा. लि., ग्राम कलाहेडा पनीयाला मोड के पास तह. कोटपुतली, जिला जयपुर	43 ग्रेड ओपीसी 8112
5	8712782	11-05-2006	मै. राजलक्ष्मी पाइप्स प्रा. लि., 49.60 रिघम नगर, ग्राम तनवारा तह. लूनी, जोधपुर	मेनाबल कास्ट आइरन पाइप फिटिंग
6	8710980	02-05-2006	मै. आभूषण 258 तीसरा बी रोड सीतापुरा, जयपुर	हालमार्किंग आफ गोल्ड ज्वेलरी 1417:1999
7	8710879	01-05-2006	मै. जोरा ज्वेलर्स, 353, तेह बाजार, गंगानगर, केन्द्रीय सहकारी बैंक के सामने, ग्राम रायसिंग नगर, गंगानगर	हालमार्किंग आफ गोल्ड ज्वेलरी 1417:1999
8	8713582	12-05-2006	मै. एडवान्टेज एन्टरप्राइजेज, जी 180, फेज II रीको औ. एरिया, बेहरोड, अलवर,	एचडीपीई 4984
9	8713784	12-05-2006	मै. मिलबोर्न स्वीचगेयर्स प्रा. लि., 36 सी, सुदर्शनपुरा औ. एरिया, जयपुर	पावर केपीसटर 13340
10	8714584	17-05-2006	मै. श्री जी मिनरल वाटर, मवालीरोड, सरदारपुरा, नाथद्वारा, राजसमंद	बंद पेय जल 14543
11	8715788	19-05-2006	मै. श्रीगणेश प्लास्टिक इंडस्ट्रीज, एच 29, पुराना औ. रीको एरिया, बगरू, जयपुर	क्यूसीपीई पाइप्स 14151 भाग 2
12	8716184	19-05-2006	मै. श्रीकृष्णा इंजीनियरिंग वर्क्स, एफ 428 ए, रोड नं. 14, वि. औ. क्षेत्र, जयपुर	रबड सिलिंग रींग्स फार गेस मेन्स 5382
13	8717489	24-05-2006	मै. मोहित इंडिया, प्लॉट नं. एफ 21 डी, फेज 1, भिवाडी	क्यूसीपीई पाइप्स 14151 भाग 2
14	8717792	25-05-2006	मै. ग्लोबल इंजिनियर्स लि., ए 808-809, फेज II, रीको औ. एरिया, भिवाडी	8471
जून 2006				
1	8718592	01-06-2006	मै. फरीक ज्वेलर्स, 48, बडभुजा घाटी, उदयपुर	हालमार्किंग आफ गोल्ड ज्वेलरी 1417:1999
2	8718491	01-06-2006	मै. जय अम्बे ज्वेलर्स, पत्थर गली, आबूरोड	हालमार्किंग आफ गोल्ड ज्वेलरी 1417:1999
3	8718895	02-06-2006	मै. श्रीकृष्णा रबड प्रोडक्ट्स, प्लॉट नं. 36, आकेडा डूंगर, जयपुर	सीआईडी जोइन्ट्स 8794
4	8719796	02-06-2006	मै. श्री एम एल कास्टिंग प्रा. लि., 76 ए, औ. एरिया, झोटवाडा, जयपुर	सीआईडी जोइन्ट्स 8794
5	8719796	07-06-2006	मै. बाबा वायर्स एंड केबल्स इंडस्ट्रीज, एच आई 101, रोड नं. 5 ए, रीको औ. एरिया, चुरू	पीबीसी इन्सुलेटेड केबल्स 694
6	8719089	02-06-2006	मै. ए. इनफ्रेस्टेक्चर्स लि., पो ओ हमीरगढ़, भीलवाडा	459
7	8719291	05-06-2006	मै. श्री सदाफल कोल्ड स्टोरेज प्रा. लि., ई 340 ए, रोड नं. 17, वि. औ. एरिया, जयपुर	क्यूसीपीई पाइप्स 14151 याग 2

1	2	3	4	5
8	8719594	06-06-2006	मै. जैना सेफटी ग्लास इण्डस्ट्रीज, जी 35 ब्रज औ. एरिया, भरतपुर	3438
9	8719392	06-06-2006	मै. सूआ लाल एण्ड सन्स, प्लॉट नं एच 33, औ. एरिया पुराना, बगरू, जयपुर	क्यूसीपीई पाइप्स 14151 भाग 2
10	8719493	06-06-2006	मै. पी आर रोलिंग मिल्स प्रा. लि. प्लॉट नं. एस 707, रोड नं. 6, वि. औ. एरिया, जयपुर	8500
11	8719897	07-06-2006	मै. मारुति पोलिमर्स, एफ 8 व 9, औ. एरिया मथाना, जोधपुर	क्यूसीपीई पाइप्स 14151 भाग 2
12	8721480	09-06-2006	मै. रूकमनी ज्वेलर्स, अस्पताल रोड, मेन बाजार, जालोर	हालमार्किंग ऑफ गोल्ड ज्वेलरी 1417:1999
13	8724789	21-06-2006	मै. श्री राम केबल्स प्रा. लि., ए 524, रीको औ. एरिया चोपासनी, भिवाडी	14255
14	8724890	21-06-2006	मै. मल्टीमेटलस लि., प्लॉट नं 6 व 7, भारी औ. एरिया, खुशखेडा, अलवर	पीवीसी इन्सुलेटेड एचडी केबल्स 1554 भाग 1
15	8724991	21-06-2006	मै. मल्टीमेटलस लि., प्लॉट नं. 6 व 7, भारी औ. एरिया, खुशखेडा, अलवर	7098
16	8723686	16-06-2006	मै. गणपति बेवरेज प्रा. लि., जी 888, रोड नं. 14, पी वी. के. आई. एरिया, जयपुर	बंद पेय जल 14543
17	8724587	21-06-2006	मै. ग्वालियर पोलि पाइप्स लि., प्लॉट ए 170-171, रोड नं. 6, इन्द्रपस्थ औ. एरिया, कोटा	9271
18	8725892	27-06-2006	मै. चौपडा इण्डस्ट्रीज, एफ 225 बी, डीआईसी, मंडिया रोड, पाली	क्यूसीपीई पाइप्स 14151 भाग 2
19	8726995	30-06-2006	मै. यश एच 1, 41 रीको औ. एरिया, गेगल, अजमेर	
जुलाई 2006				
1	8728494	11-07-2006	मै. ठोलिया केबल्स प्रा. लि., एफ 735 बी, रोड नं. 9, एफ 3 बी. के. आई. एरिया, जयपुर	7098 भाग 1
2	8729092	11-07-2006	मै. पावरएज इण्डस्ट्रीज, इटारना रोड, औ. एरिया, अलवर	7098 भाग 1
3	8728090	20-07-2006	मै. प्राईम सीमेंट्स, लि. ई 107 बी 108 रीको औ. एरिया, बहरोड	43 ग्रेड ओ पी सी 8112
4	8729803	13-07-2006	मै. फला वेल प्रोफाईल्स, एफ 1255, औ. एरिया, घाटल, अलवर	एचडीपीई 4984

1	2	3	4	5
5.	8730178	14-07-2006	मै. चोपडा इण्डस्ट्रीज, एफ 225 बी, डीसीआई के पास, पाली	एचडीपीई 4984
6.	8729395	12-07-2006	मै. जी जी पोलिप्लास्ट लि., जी 1021-1022, फेज III, सीतापुरा औ. एरिया, जयपुर	क्यूसीपीई पाइप्स 14151 भाग 2
7.	8731180	18-07-2006	मै. श्री सीमेंट लि., यूनिट 3, ग्राम व पोस्ट रास, तह. जैतारन, जिला पाली	43 ग्रेड ओपीसी 8112
8.	8729601	14-07-2006	मै. रावोरिया ब्रादर्स, बगरू बस स्टेण्ड, बगरू, जयपुर	यूसीपीई पाइप्स 4985
9.	8731988	20-07-2006	मै. गोयल पाईप इण्डस्ट्रीज, ई 19, औ. एरिया, श्रीमाधोपुर, सीकर	यूसीपीई पाइप्स 4985
10.	8734691	27-07-2006	मै. स्वास्थ्यक कानकेब इण्डिया प्रा. लि., प्लॉट नं. ए 211 ए, औ. एरिया, बगरू, जयपुर	14255
11.	8733790	27-07-2006	मै. सुपर ट्रान्सफोर एण्ड इलेक्ट्रीकल्स, एफ 657, रोड नं. 9, एफ 2, वी. के. आई. एरिया, जयपुर	398
12.	8733184	24-07-2006	मै. मांगी चन्द भंडारी ज्वेलर्स, तिपोलिया बाजार, जयपुर	हालमार्किंग ऑफ गोल्ड ज्वेलरी 1417:1999
13.	8733285	24-07-2006	मै. मांगी चन्द भंडारी ज्वेलर्स, तिपोलिया बाजार, जयपुर	हालमार्किंग ऑफ गोल्ड सिल्वर ज्वेलरी 2112
14.	8730481	14-07-2006	मै. सन फूड टेक, एफ 37, एफ व जी कुशाखेडा, अलवर	1697
15.	8732081	20-07-2006	मै. ग्रीन प्लाई इण्डस्ट्रीज लि. ई 176, 179 फेस 2 सीको औ. एरिया, बेहरोड, अलवर	फोनोलिक लेमिनेटेड सीट्स 2036

[सं. सीएमडी-1/13:11]

एस. के. चौधरी, उप-महानिदेशक (मुहर)

New Delhi, the 28th September, 2006

S.O. 3917.—In pursuance of sub-regulation (5) of regulation 4 of the Bureau of Indian Standards (Certification) Regulation, 1988, the Bureau of India Standards, hereby notifies the grant of licence particulars of which are given in the following schedules.

SCHEDULE

Sl. No.	Licence No. (CM/L-)	Operative date	Name and Address of the Licensee	Article/Process Covered by the licences and the relevant IS : Designation
(1)	(2)	(3)	(4)	(5)
APRIL 06				
01.	8707890	10-04-2006	M/s. Tholia Cables Pvt. Ltd. F-735 B, Road No. 9F3, VKIA Jaipur	IS 14255 Aerial Bunched Cables

(1)	(2)	(3)	(4)	(5)
02.	8689615	03-04-2006	M/s. Jamna Irrigation Pvt. Ltd. B-139(C) Road No. 12, VKIA Jaipur	IS 12818 UPVC Screen and Casing Pipes
03.	8706989	05-04-2006	M/s. Abok Spring Pvt. Ltd. 101-103, Industrial Area, Jhotwara Jaipur	IS 2062 Steel for General Purpose
04.	8706888	05-04-2006	M/s. B.S.N. Rubbers, H-1-24, Badorana, Road, No. 14, V.K.I. Area, Jaipur	IS 5382 Rubber Sealing Rings for Gas Mains
05.	8708488	17-04-2006	M/s. Cab Cab India Ltd. F-1233, Industrial Area, Ghatal, Phase-1, Bhiwadi Distt. Alwar	IS 7098 (Pt. 2) Crosslinked Polyethylene Insulated PVC Cable
06.	8707082	05-04-2006	M/s. Manohar Jewellers Inside Sojati Gate, Jodhpur	IS 1417 Hallmarking of Gold Jewellery
07.	8707587	12-04-2006	M/s. Rathi Poly Plast (P.) Ltd. F-49, Kaladera Industrial Area Kaladera (Chomu) Jaipur	IS 4984 HDPE Pipes
08.	8708084	13-04-2006	M/s. Lords Chloro Alkali Limited SP-460, Matsya Industrial Area, Alwar	IS 1065 Bleaching Powder
09.	8707385	10-04-2006	M/s. Shivhari and Sons Jewellers Dinesh Chamber, Abu-Road Sirohi	IS 1417 Hallmarking of Gold Jewellery
10.	8708589	17-04-2006	M/s. Rathi Polyplast Pvt. Ltd. F-49, Kaladera Industrial Area, Kaladera, Jaipur	IS 14151 (Pt. 2) QCPE Pipes
11.	8709692	20-04-2006	M/s. Shiv Shakti Minerals & Chemicals Opp. Shree IG Mahila Hospital, Nai Sarak, Bilara Distt. Jodhpur	IS 12269 53 Grade OPC
12.	8709187	19-04-2006	M/s. Salasar Fastners Pvt. Ltd. E-42 (B-1), RIICO Industrial Area, Kaladera, Jaipur	IS 8794 C.I.D. Joints
13.	8709793	21-04-2006	M/s. Leeleshwari Mineral Water Maruti Chowk, Samdari, Barmer	IS 14543 Packaged Drinking Water
MAY 2006				
01.	8712378	04-05-2006	M/s. Oswal Cables Private Limited 139 Industrial Area, Jhotwara, Jaipur	IS 14255 Aerial Bunched Cable
02.	8711982	09-05-2006	M/s. Shri Bhagwan Mahaveer Viklang Sahayak Samiti, 13-A, Calgiri Hospital Road, Malviya Nagar, Jaipur	IS 5143 Adjustable Auxillary Crutches
03.	8714483	17-05-2006	M/s. Dynamic Engineers F-260, Road No. 13, VKIA Jaipur	IS 7098 (Pt. 1) Crosslinked Polyethylene Insulated Cables
04.	8712479	10-05-2006	M/s. Swift Finvest Private Limited Village : Kalaheda, Near Paniyala Mod, Tehsil : Kotputli, Distt. Jaipur	IS 8112 43 Grade OPC

(1)	(2)	(3)	(4)	(5)
05.	8712782	11-05-2006	M/s. Rajlaxmi Pipes (Pvt.) Ltd. 49-60, Rishabh Nagar Village : Tanawara, Tehsil : Luni Jodhpur	IS 1879 Malleable Cast Iron Pipe Fittings
06.	8710980	02-05-2006	M/s. Abhushan 258, 3rd B Road, Sardarpura Jodhur	IS 1417 Hallmarking of Gold Jewellery
07.	8710879	01-05-2006	M/s. Jora Jewellers 353, Teh Bazar, Opposite Ganganagar Kendriya Shakari Bank, Village Raisinghnagar, Ganganagar	IS 1417 Hallmarking of Gold Jewellery
08.	8713582	12-05-2006	M/s. Adventec Enterprises G-180 (O&P), Phase-II RIICO Industrial Area, Behror Distt. Alwar	IS 4984 HDPE Pipes
09.	8713784	12-05-2006	M/s. Millborn Switch Gears (P) Ltd. 36-C, Sudarshanpura Industrial Area, Jaipur	IS 13340 Power Capacitor
10.	8714584	17-05-2006	M/s. Shreeji Mineral Water, Mawali Road, Sardarpura, Nathdwara, Rajsamand	IS 14543 Packaged Drinking Water
11.	8715788	19-05-2006	M/s. Shree Ganesh Plastic Industries H-29, Old RIICO Industrial Area, Bagru, Jaipur	IS 14151 (Pt. 2) QCPE Pipes
12.	8716184	19-05-2006	M/s. Shri Krishna Engineering Works F/428-A, Road, No. 14, VKIA Jaipur	IS 5382 Rubber Sealing Rings
13.	8717489	24-05-2006	M/s. Mohit India Plot No. F-21D, Phase-1st, Bhiwadi, Distt. Alwar	IS 14151 (Pt. 2) QCPE Pipes
14.	8717792	25-05-2006	M/s. Global Engineers Limited A-808/809, Phase-II, RIICO Industrial Area Bhiwadi, Distt. Alwar	IS 8471 Acetylene Generator
JUNE 2006				
01.	8718592	01-06-2006	M/s. Prateek Jewellers 48, Bhadbhuja Ghatij Udaipur	IS 1417 Hallmarking of Gold Jewellery
02.	8718491	01-06-2006	M/s. Jai Ambe Jewellers Patthar Gali, Abu Road Sirohi	IS 1417 Hallmarking of Gold Jewellery
03.	8718895	02-06-2006	M/s. Shri Krishna Rubber Products Plot No. 36, Akeru Dungar VKIA Extension, Jaipur	IS 8794 C.I.D. Joints
04.	8718996	02-06-2006	M/s. Shree M.L. Castings Pvt. Ltd. 76-A, Industrial Area, Jhotwara Jaipur	IS 8794 C.I.D. Joints
05.	8719796	07-06-2006	M/s. Baba Wires & Cables Industries HI-101, Road No. 5A, RIICO Industrial Area, Churu	IS 694 PVC Insulated Cables

(1)	(2)	(3)	(4)	(5)
06.	8719089	02-06-2006	M/s. A Infrastructure Limited P.O. Hamirgarh, Bhilwara	IS 459 Corrugated Asbestos Cement Sheets
07.	8719291	05-06-2006	M/s. Shree Sadafal Cold Storage Pvt. Ltd. E-340 A, Road No. 17, VKIA, Jaipur	IS 14151 (Part 2) QCPE Pipes
08.	8719594	06-06-2006	M/s. Jaina Safety Glass Industries G-35, Brij Industrial Area Bharatpur	IS 3438 Silvered Glass Mirrors for General Purposes
09.	8719392	06-06-2006	M/s. Suva Lal & Sons Plot No. H-33, Industrial Area (Old) Bagru, Jaipur	IS 14151 (Part 2) QCPE Pipes
10.	8719493	06-06-2006	M/s. P. R. Roling Mills (Pvt.) Ltd. Plot No. S-707, Road No. 6, VKIA, Jaipur	IS 8500 Structural Steel
11.	8719897	07-06-2006	M/s. Maruti Polymers F-8 & 9, Industrial Area, Mathania, Jodhpur	IS 14151 (Part 2) QCPE Pipes
12.	8721480	09-06-2006	M/s. Rukmani Jewellers Hospital Road, Main Bazar, Jalore	IS 1417 Hallmarking of Gold Jewellery
13.	8724789	21-06-2006	M/s. Sri Ram Cables Pvt. Ltd. A-524, RIICO Industrial Area, Chopanki, Bhiwadi Distt. Alwar	IS 14255 Aerial Bunched Cables
14.	8724890	21-06-2006	M/s. Multimetals Limited Plot No. 6 & 7, Heavy Industrial Area, Kansua Road, Kota	IS 1554 (Part 1) PVC Insulated (HD) Cables
15.	8724991	21-06-2006	M/s. Multimetals Limited Plot No. 6 & 7, Heavy Industrial Area, Kansua Road, Kota	IS 7098 (Part 1) Crosslinked Polyethylene Insulated Cables
16.	8723686	16-06-2006	M/s. Ganpati Beverages Pvt. Ltd. G-888, Road No. 14P, VKIA, Jaipur	IS 14543 Packaged Drinking Water
17.	8724587	21-06-2006	M/s. Gwalior Poly Pipes Ltd. Plot No. A-170-171, Road No. 6, Indraprastha Industrial Area, Kota	IS 9271 UPVC Single Wall Corrugated Pipes
18.	8725892	27-06-2006	M/s. Chopra Industries F-225B, Near DIC Office, Mandia Road, Pali	IS 14151 (Part 2) QCPE Pipes
19.	8726995	30-06-2006	M/s. Yash Industries H-1-41, RIICO Industrial Area, Gegal, Ajmer	IS 447 Rubber Hose for Welding
July 2006				
01.	8728494	11-07-2006	M/s. Tholia Cables (Pvt.) Ltd. F-735 B, Road No. 9F3, VKIA Jaipur	IS 7098 (Pt. 1) Crosslinked Polyethylene Insulated Cables

(1)	(2)	(3)	(4)	(5)
02.	8729092	11-07-2006	M/s. Powerage Industries Itarana Road, Old Industrial Area Alwar	IS 7098 (Pt. 1) Crosslinked Polyethylene Insulated Cables
03.	8728090	20-07-2006	M/s. Prime Cements Limited E-107 B-108, RIICO Industrial Area Behror, Distt. Alwar	IS 8112 43 Grade OPC
04.	8729803	13-07-2006	M/s. Flow-well Profiles F-1255, Industrial Area (Ghatai) Bhiwadi, Distt. Alwar	IS 4984 HDPE Pipes
05.	8730178	14-07-2006	M/s. Chopra Industries F-225/B, Near DIC Office, Mandia Road, Pall-Marwar Distt. Pall	IS 4984 HDPE Pipes
06.	8729395	12-07-2006	M/s. G. G. Polyplast Pvt. Ltd. G-1021-1022, Phase-III, Sitapura Industrial Area, Tonk Road, Jaipur	IS 14151 (Pt. 2) QCPE Pipes
07.	8731180	18-07-2006	M/s. Shree Cement Limited (Unit-III) (A Unit of Shree Cement Limited) Village & Post-RAS Tehsil-Jaitaram, Distt. Pali	IS 8112 43 Grade OPC
08.	8729601	14-07-2006	M/s. Raoria Brothers Bagru Bus Stand, Bagru Road, Jaipur	IS 14151 (Pt. 2) QCPE Pipes
09.	8731988	20-07-2006	M/s. Goyal Pipe Industries E-19, Industrial Area Srimadhopur, Distt. Sikar	IS 4985 UPVC Pipes
10.	8734691	27-07-2006	M/s. Swastika Concab (India) Pvt. Ltd. Plot No. A-211 (A), Industrial Area, Bagru Extension, Bagru, Distt. Jaipur	IS 14255 Aerial Bunched Cable
11.	8733790	27-07-2006	M/s. Super Transformer & Electricals F-657, Road No. 9F-2, VKIA, Jaipur	IS 398 (Pt. 2) ACSR
12.	8733184	24-07-2006	M/s. Mangi Chand Bhandari Jewellers Tripolia Bazar, Jodhpur	IS 1417 Hallmarking of Gold Jewellery
13.	8733285	24-07-2006	M/s. Mangi Chand Bhandari Jewellers Tripolia Bazar, Jodhpur	IS 2112 Hallmarking of Silver Jewellery
14.	8730481	14-07-2006	M/s. Sun Food Tech F-37 (F & G), Khush Khera Industrial Area Bhiwadi, Distt. Alwar	IS 1697 Erythrosine-Food Grade
15.	8732081	20-07-2006	M/s. Green Ply Industries Limited E-176 to 179, Phase-II, RIICO Industrial Area, Behror, Distt. Alwar	IS 2036 Phenolic Laminated Sheets

[No. CMD-1/13:11]

S. K. CHAUDHURY, Dy. Director General (Marks)

3009G1106-3

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

संशोधन

नई दिल्ली, 6 अक्टूबर, 2006

का.आ. 3918.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि महाराष्ट्र राज्य में दहीवली-पुणे स्पर पाइपलाईन द्वारा प्राकृतिक गैस के परिवहन के लिए गेल (इंडिया) लिमिटेड द्वारा, एक पाइपलाईन बिछाई जानी चाहिए;

और केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उपधारा (1) के अधीन विनिर्दिष्ट भूमि में उपयोग के अधिकार के अर्जन के लिये पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का.आ. 2503 दिनांक 20-06-2006 द्वारा जारी की थी ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह समाधान हो जाने पर कि लोकहित में ऐसा करना आवश्यक है, यह निर्देश देती है कि नीचे वर्णित सारणी में विनिर्दिष्ट भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का.आ. 2503 दिनांक 20-06-2006 में से उक्त अनुसूची की तत्स्थानी प्रविष्टि में विनिर्दिष्ट रीति से संशोधन किया जा सकेगा ।

शुद्धि-पत्र

भारत के राजपत्र सं. 26 दिनांक 01-07-2006 के का.आ. सं. 2503 दिनांक 20-06-2006 में पृष्ठ सं. 5672 से 5673 पर ।

राजपत्र के अनुसार			पढ़िये		
जिला	तहसील	गांव	जिला	तहसील	गांव
पुणे	मावल	नारे	पुणे	मावल	नाने
पुणे	मावल	जांभूल	पुणे	मावल	जांभूल

[फा. सं. एल-14014/23/06-जी.पी.]

एस. बी. मण्डल, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

AMENDMENT

New Delhi, the 6th October, 2006

S.O. 3918.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of natural gas through Dahivali-Pune spur pipeline in the State of Maharashtra, a pipeline should be laid by the GAIL (India) Limited;

And whereas the Central Government in the Ministry of Petroleum and Natural Gas issued notification No. S.O. 2503 dated 20-06-2006 under sub-section (1) of Section 6 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) for acquisition of right of user in the land specified;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government being satisfied that it is necessary in the public interest hereby directs that the notification No. S.O. 2503 dated 20-06-2006 as specified in the schedule mentioned below, may be amended in the manner specified in the corresponding entry in the said schedule.

CORRIGENDUM

In the Gazette of India No. 26 dated 1-7-2006 vide S.O. No. 2503 dated 20-6-2006 on Page No. 5676 to 5677

As per Gazette			Be read as		
District	Tehsil	Village	District	Tehsil	Village
Pune	Mawal	Nare	Pune	Mawal	Nane
Pune	Mawal	Jabhul	Pune	Mawal	Jambhul

[F. No. L-14014/23/06-G.P.]

S. B. MANDAL, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 7 सितम्बर, 2006

का.आ. 3919.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नार्दन रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ के पंचाट (संदर्भ संख्या 46/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-9-2006 को प्राप्त हुआ था।

[सं. एल-41012/301/2003 आई आर(बी-1)]

अजय कुमार, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 7th September, 2006

S.O. 3919—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 46/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow now as shown in the Annexure in the Industrial Dispute between the employers in relation to management of Northern, Railway and their workman, which was received by the Central Government on 7-9-2006.

[No. L-41012/301/2003-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT LUCKNOW

PRESENT

Shrikant Shukla, Presiding Officer

I.D. No: 46/2004

Ref. No. L-41012/301/2003-IR (B-1) dated: 08-04-2004

BETWEEN

The Divisional Secretary
Uttar Railway Karmchari Union
39-11, Multistory Railway Colony
Lucknow
(In the matter of Smt. Anara Devi)

AND

The Divisional Railway Manager (Personnel)
Northern Railway
Hazratganj
Lucknow

AWARD

The Government of India, Ministry of Labour vide their order No. L-41012/301/2003-IR (B-1) dated, 08-04-2004 have referred following dispute for adjudication to the Presiding Officer, Central Government Industrial Tribunal-cum-Labour Court, Lucknow for adjudication.

“क्या उत्तर रेलवे प्रबंधन, लखनऊ द्वारा श्रीमति अनारा देवी पत्नी स्व. श्रीराम कैजुअल गैंगमैन की मृत्यु हो जाने के बाद दिनांक

23-5-1989 से उसे फैमिली पेंशन नहीं दिया जाना उचित तथा न्यायसंगत है? यदि नहीं तो कर्मकारिणी किस अनुतोष की अधिकारिणी है?”

It is pertinent to mention here that the Trade Union, Divisional Secretary, Uttar Railway Karmchari Union, Lucknow was party in the case. Notices were issued to the trade union but the same was returned un-served with the remark of the post man.

The worker, Smt. Anara Devi filed the statement of claim, stating therein that her husband late Shri Ram S/o Jagpal was appointed as casual labour gangman on 21-3-1978. He worked continuously from the date of his appointment to the date of his death i.e. 23-5-1989 continuously for a period of more than 11 years. It is also stated that her husband obtained temporary status after completion of 6 months' service by operation of statutory rule 2501 of Indian Railway Manual. It is alleged that he was screened and medically examined and was given CPC grade on 1-9-1984 and after working as substitute/Temporary status further for a period of about 5 years he died on 23-5-89 while he was in service. It is alleged that Shri Ram the husband of Anara Devi was drawing Rs. 835 as basic pay and he was also availing all benefits such as passes, PTO, CL, LAP, House Rent etc. on the date of his death i.e. 23-5-89. It is also submitted that worker, Smt. Anara Devi was entitled to get family pension after death of her husband under rule 2311 (3) (6) read with para-801 of manual of railway pension rules but the opposite parties did not considered here request and only appointed here on the post of 'Safaiwala' on compassionate ground. She has stated that she is entitled for family pension w.e.f. 24-5-89 after the death of her husband on 23-5-89, under existing railway rules. The workman has therefore, prayed that the Tribunal may hold that worker is entitled for family pension w.e.f 24-5-89, with all consequential benefits after death of her husband Shri Ram Gangman who died on 23-5-89 during his service.

The worker has filed following Photostat copies of the documents :

1. Application of the worker dated 12-9-2001 addressed to the DRM, NR, Lucknow for sanction of family pension which was forward by Shri D.P. Awasthi, CDO, NR, Faizabad on 26-9-2001.
2. Certificate of Divisional Rail Path Nirikshak, Faizabad.

The opposite party has disputed the claim and Assistant Personnel Officer has field the written statement on behalf of the opposite party. It has been admitted that Anara Devi was engaged on post of safaiwala in 1992 by the competent authority upon the representation made by Anara Devi. It is further submitted that appointment of Anara Devi was fresh and the General Manager after considering the facts and circumstances ordered for the same. It is also mentioned that her appointment on the

compassionate ground was rejected by the General Manager vide letter dated 20-09-90. It is also admitted that Shri Ram, husband of Anara Devi was engaged as casual labour w.e.f. 21-3-78 and the subsequently CPC scale was given on 01-9-84 and a service was purely temporary providing temporary status to Late Sri Ram but his service was not regularized and Late Sri Ram has not faced any screening test which is essential for regularization. Since Sri Ram was not a regularized employee of Railway Administration so no question of Family Pension is arisen as per extent of railway rules and as such, after his death no benefit of family pension may be given to Anara Devi. It is submitted that Anara Devi is fixed in CPC scale after completion of 4 months period of continuous service and CPC scale has been granted from 20-5-2000. It is further that as per extent rule and General Manager printed Serial No. 9147 states that no casual labour having temporary status is entitled for any pension until and unless he is duly screened by a screening committee and regularized against any permanent post or vacancy. It has also been mentioned that as per provision of railway service pension manual 10 year continuous service is essential for grant of family pension and in case the qualifying service is less than 10 years, then, the question does not arise to grant of any family pension. The deceased workman had not fulfilled the aforementioned condition so that the family pension the widow of deceased workman cannot be given by the railway administration. It is also pointed out that 14 years have passed in espousing the dispute, therefore, the case is highly delayed. Lastly, the claim statement is misconceived and liable to be rejected in favour of the railway administration.

The worker has filed the rejoined. The only additional fact is added that the worker Shri Ram worked as temporary for a period of about 11 years and on the date of his death he is deemed to be regularized as such his wife Smt. Anara Devi is entitled for grant of family pension after the death of his husband Sri Ram. With regard to delay in filing the claim it is submitted that law of limitation is not applicable in Industrial Dispute Act.

The worker Smt. Anara Devi has examined herself on the other hand the opposite party has not examined anyone. However, in the interest of justice this court called up the official of the railway administration with file of Anara Devi and in the process Shri Prashant Rai was examined by the Court as CW - 1 on 19-6-2006.

The Photostat copy of Service Record has been filed by the opposite party in this Court.

Heard arguments. Anara Devi has not appointed anyone as representative in this Court. However, from going through the record it is found that Shri D.P. Awasthi has been representing the worker in this case. Smt Anara Devi has stated in cross-examination that she is not aware whether her husband was regularized in service after screening or not. Smt Anara Devi stated in her cross-

examination that after death of her husband she moved an application for appointment on compassionate ground in place of her husband. It was suggested by the representative of the railway that Anara Devi moved application for appointment on compassionate ground on 31-7-89 and the same was rejected by the General Manager on 20-9-90. Smt Anara Devi exhibited her ignorance about date of application and date of rejection by the General Manager.

Smt Anara Devi has not mentioned in here examination-in-chief as to when she applied for family pension before railway authorities.

Smt. Anara Devi has not stated in her examination-in-chief that her husband Sri Ram was even screened for regularization. On the other hand Anara Devi has stated "Mujhe nahi malum ki mere pati ka nimitikaran hua tha aathwa nahi". Referring to the Anara Devi the Assistant Personnel Officer, Shri Prashant Rai stated "Inki niukit. karuna mulak adhar par nahi hui thi"

It is pertinent to mention here that Smt. Anara Devi has admitted in cross-examination that she was appointed as casual labour safaikarmi. The learned representative of the opposite party has argued that whenever any person is appointed on compassionate ground he is not given appointment as casual labour but he is given appointment as regular employee. The fact that Smt Anara Devi's casual employment shows that here appointment was not on compassionate ground. He has further argued that since Late Sri Ram was not a regular employee in service, therefore, no compassionate appointment was possible. From the Service it is evident that Smt. Anara Devi is engaged as casual labour vide Head Office, Baroda House, N. Delhi letter No. E-33/588/738/Lucknow/CG dated 22-9-99 and confidential section letter No. E/W-B/ACG/LCS/3638 dated 17-12-99. After completion of 120 days under CPC/FD she has been given temporary status w.e.f. 20-5-2000. Empanelled vide letter No. 22 CE/1-15 (Scr-Mech) dated 01-8-2000.

Learned representative of the opposite party Shri U.K. Bajpai has further argued that unless Sri Ram was regularized employee his widow could not be given Family pension.

Smt Anara Devi has not pleaded that there was any empanelment of her husband for a particular post. In case of Smt Anara Devi herself she was engaged as casual labour and after completion of 120 days she was given temporary status on 20-5-2000 vide letter dated 1-8-2000. Letter dated 20-1-2000 of Divisional Office, NR, Lucknow addressed to Smt Anara Devi is relevant for the appointment of Anara Devi. Following contents are material :

प्रधान कार्यालय बड़ौदा हाऊस, नई दिल्ली (उ. रे.) के पत्र सं. ई. 33/588/738/ लखनऊ/सी.जी.दि. 22-9-99 के संदर्भ में गोपनीय अनुभाग के पत्र संख्या ई/डब्ल्यू.बी/ए.सी.जी.धएल.सी.एका/3638 दिनांक 17-12-99 द्वारा श्रीमति अनारा देवी पत्नी स्व. श्री राम को कैरिज

एण्ड वैगन विभाग में फ्रेशफेम कैजुअल लेबर (दैनिक वेतन) सफाईवाला पद पर कोचिंग डिपो अधिकारी उ. रे. फैजाबाद के अधीन लगाया जाता है। इन्होंने बी. का की स्वास्थ्य परीक्षा उत्तीर्ण कर ली है, जिसका फिट मेडिकल सर्टीफिकेट सं. 223171 दि. 31-7-2000 है। इनके द्वारा उपलब्ध कराये गये शपथ-पत्र के अनुसार इनकी जन्म तिथि 4-6-1961 है (चार जून सन् उन्नीस सौ इकसठ) यह कार्यभार ग्रहण करने की तिथि से दैनिक वेतन की अधिकारिणी होगी।

नोट:—कर्मचारी के कार्यभार ग्रहण करने की तिथि तथा 120 दिन लगातार पूरा होने की तिथि से अवगत कराएँ।

ह./-

(बी. पी. श्रीवास्तव)

सहायक कार्मिक अधिकारी, उ. रे., लखनऊ

The above letter is available in her file. It is also evident from her personal file that she was given temporary status after completion of 120 days and was empanelled.

The letter of empanelment shows that she was screened for the post.

Following case law is material on the face of facts AIR 1996 Supreme Court 752, Prabhavati Devi v. Union of India and others. The relevant portion is reproduced below:

"3. The appellant herein is the widow of Late Bipin Kumar Rai who was a temporary Railway Servant in this manner. H, initially, was taken in the Railway Establishment as a casual worker; and w.e.f. 27-4-83 he acquired the status of a 'substitute'. According to the definition given in rule 2315 of the terms and conditions applicable to 'substitute' in temporary service, they are persons engaged in the Indian Railway Establishments on regular scales of pay and allowances applicable to posts against which they are employed. These posts may fall vacant on account of a railway servant being on leave or due to non-availability of permanent or temporary railway servants and which cannot be kept vacant.

4. The deceased kept working as a 'substitute' till 5-1-87 when he died. But, before his demise, he came to acquire certain rights and privileges under Rule 2318 of the Rules applicable to Railway Establishments. The said rule provides that substitutes shall be afforded all the rights and privileges as may be admissible to temporary Railway servants, from time to time, on completion of '6 months' continuous service. Indubitably, the deceased had worked beyond 6 months and that too continuously. Having become a temporary servant in this manner, he became entitled to family pension under sub-rule 3(b) of Rule 2311; whereunder it is provided that the widow/minor children of a temporary Railway servant, who dies while in service after a service of not less than 1 year continuous (qualifying) service shall be eligible for a family pension under the provisions of para 801 of the Manual of Railway Pension Rules. Further, in their case the amount of

death gratuity admissible will be reduced by an amount equal to the employee's 2 months' pay on which the death gratuity is determined. The Railway have paid to the appellant gratuity under this sub-rule, but have denied to her the family pension. Her claim before the CAT, Patna Bench, Patna, was dismissed which has culminated into this appeal.

5. On the acquisition of temporary status derived in the manner stated above it is difficult to sustain an order of the Tribunal and to deny family pension to the widow and children of the deceased. See in misconnection for support L. Robert D'Souza v. Ex. Engineer, Southern Railway. (1982) 1 SCC 645: (AIR 1982 SC 854) and U.O.I. v. Basant Lal. (1992) 2JT (SC) 459: (1992 AIR SCW 3124). We have put the proposition to the learned counsel appearing for the Railways but he is unable to support the orders of the Tribunal; overlooking as it does the chain in consequence, making the deceased acquire a temporary status and on his demise his widow and children acquiring the right to claim family pension."

The other case is AIR 1997 SC 2843, Union of India and others v. Rabia Bikaner etc. The law laid down is at the widow of casual labour who dies after putting in six months service but before appointment to temporary post after screening, is not entitled to family pension. The extract of the judgement is reproduced below :

"3. The Railway Board in its letter bearing S. No. 3214-Circular No. 720-E/o-IX (Pension) dated October 26, 1965 after examining the question, had stated that 'That Family Pension Scheme for Railway Employees, 1964 is applicable in the case of regular employees on pensionable establishment. Since the casual labourers will be brought on to the pensionable establishment only on their absorption against regular temporary posts, it follows that they will come under the purview of the scheme from the date of their absorption against the regular temporary posts. In other words, the benefits of the Family Pension Scheme for Railway Employees, 1964 will be admissible in the case of death of such an employee while in service, only if he had completed a minimum period of one year's continuous service from the date he was absorbed against a regular temporary post.

4. It is contended by the learned counsel for the respondent-widow by the learned counsel that under paragraph 2511—'Right and Privileges admissible to the casual labourers who are treated as temporary after completion of six months continuous service' of the Railway Establishment Manual, they are entitled to family pension. We find it difficult to give acceptance of the contention. It is seen that every casual labourer employed in the railway administration for six months is entitled to temporary status. Thereafter, they will be empanelled. After

empanelment, they are required to be screened by the competent authority and as and when vacancies for temporary posts in the regular establishment are available, they should be appointed in the order of merit after screening. On their appointment, they are also required to put in minimum service of one year in the temporary post. In view of the above position, if any of those employees who had put in the required minimum service of one year, that too after the appointment to the temporary post, died while in service, his widow would be eligible to pension under the Family Pension Scheme, 1964. In all these cases, though some of them have been screened, yet appointments were not given since the temporary posts obviously were not available or in some cases they were not even eligible for screening because the posts become available after the death. Under these circumstances, the respondent-widows are not eligible to the family pension benefits.

5. The learned counsel strongly relied upon the judgement in *Prabhavati Devi v. Union of India*, (1996) 7 SCC 27 : (1996 AIR SCW 61). Therein, the facts were that from the year 1981 to April 27, 1993 the husband of the appellant had worked as casual worker and obtained the status of substitutes who were working, as defined under Rule 2315 of the Railway Establishment Manual in a regular establishment on a regular scale of pay and allowances applicable to those posts in which they were employed. Since he died while working in the regular post, his widow became eligible to claim the benefits of the pension scheme. Thus, in that case, the appellant's husband was a substitute working in a regular scale of pay in the railway establishment. Obviously, he was screened and was also appointed to the temporary status but instead of being given appointment to a temporary post, he was treated as substitute and appointed to the vacancy when the regular candidates went on leave. Under these circumstances, this Court had held that widow of such employee is entitled to the benefit of the family pension. The above ratio is *Ram Kumar's case* (AIR 1988 SC 390) this Court held that no retiral benefit was available to the widow of the casual labour who had not been regularized till his death. Thus, we hold that the view taken by the tribunals in granting the pensionary benefit to the respondents is clearly illegal."

Smt. Anara Devi has not proved that her husband was in the regular service of the railways. She has also not proved that he was screened and empanelled to regularisation. In the circumstances Smt. Anara Devi is not entitled to Family Pension as requested by her. It is fact that her husband Late Sri Ram died during service as a casual labour and who obtained the temporary status and worked as such till 11 long years. It is also a fact that late

Sri Ram died on 13-5-89 and matter was espoused after a lapse of about 12 years and no satisfactory explanation has been given for delay. Railways have provided employment to Smt. Anara Devi on humanitarian ground looking to the about 11 years service of the worker. The issue is, therefore, decided against Smt. Anara Devi, in favour of the railway management and the work is, therefore, not entitled to any relief.

Lucknow

29-08-2006 SHRIKANT SHUKLA, Presiding Officer

नई दिल्ली, 7 सितम्बर, 2006

का.आ. 3920.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आफ ट्रान्स्वोर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. II, मुम्बई के पंचाट (संदर्भ संख्या 2/108-2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-9-2006 को प्राप्त हुआ था।

[सं. एल-12012/330/2000 आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 7th September, 2006

S.O. 3920.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/108-2000) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of Travancore and their workman, which was received by the Central Government on 6-9-2006.

[No. L-12012/330/2000-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II, MUMBAI

PRESENT:

A.A. LAD, Presiding Officer

Reference: CGIT-2/108 of 2000

Employers in Relation to the management of State Bank of Travancore

Dy. General Manager,
State Bank of Travancore,
Zonal Office, 305/304,
Guna Complex, Chennai,
Tamilnadu-600018.

AND

Their Workmen

Bhaskar Hiranman Gangurde
221/8617 Kannamwar Nagar 1,
Vikhroli (East), Mumbai-400083.

APPEARANCE

For the Employer : Mr. Uttamchand,
i/b M/s. Consulta Juris, Advocates

For the workmen : Mr. H. T. Ameta, Advocate

Date of reserving Award: 5th June, 2006

Date of passing of Award: 14th June, 2006.

AWARD

The matrix of the facts as culled out from the proceeding are as under :

1. This reference was sent by the Desk Officer to the Government of India, Ministry of Labour, by its Order No. L-12012/330/2000/IR (B-I) dated 8th November, 2000 in exercise of powers conferred by Clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947, to this Tribunal for adjudication:

"Whether the action of the management of State Bank of Travancore by terminating Shri Bhaskar Hiranman Gangurde from the services of the Bank is justified and proper. If not, then what relief the workman is entitled to?"

2. To support the subject-matter referred in the reference 2nd Party, Bhaskar Hiranman Gangurde, filed Statement of Claim at Exhibit 6, stating that he was sponsored by Employment Exchange to 1st Party for the post of a Peon. Accordingly he was interviewed and medically examined by the 1st Party and was selected as Peon. Even appointment order dated 22nd October, 1997 was issued to him and he was advised to report on duty within one month to their Mulund Branch at Mumbai. In compliance of the said order dated 22nd October, 1997, 2nd Party Workman reported on duty with 1st Party at Mulund Branch on 7th November, 1997 and submitted the necessary certificates and testimonials as called for by the 1st Party, including School Leaving Certificate. In the School Leaving Certificate birth date of the 2nd Party appears 15th September, 1962 whereas Birth date certificate produced by him of the Municipal authority was bearing date as 15th December, 1965. Noting discrepancy in both certificates 1st Party asked Second Party to come with genuine birth date certificate. However, when he approached 1st Party with these documents he was not permitted to report and he was asked to report from 1st April, 1998 and was permitted to work till 27th January, 1999. Even wages for those days were paid to the 2nd Party on daily wages @ Rs.75 per day and then he was asked not to report. 2nd Party submits that 1st Party's decision not to report on duty is not just, proper and without following due process of law. 1st Party cannot prevent 2nd Party, from

reporting for work, as per his selection. So it is submitted that the decision taken by the 1st Party in preventing Second Party in not reporting on duty with effect from 27th January, 1999 be declared as null and void, direct 1st Party to take him in the employment till he legally entitled to work.

3. This prayer is disputed by the 1st Party by filing Written Statement at Exhibit 7 stating that, 2nd Party was provisionally selected as a Peon and reported on duty on 22nd November, 1997 and on verification of the original documents it was noted by the 1st Party that, he was over age, as his birth date was noted as 15th September, 1962. Whereas in the documents produced it was mentioned as 15th December, 1965. Noting this discrepancy 1st Party asked 2nd Party to bring genuine documents to read the birth date correctly. According to 1st Party decision taken by it asking 2nd Party not to report till discrepancy in the date of birth is rectified by him was just and proper. The 2nd Party has misused the birth dates and mislead the 1st Party in getting appointment. In fact, School Leaving Certificate has more sanctity than any other certificate. In fact 2nd Party was not entitled for appointment. He was taken in the employment temporarily and Rs.75 per day were paid to him. He was provisionally selected since he was over-aged could not be continued. So it is submitted that, his prayer be rejected.

4. In view of the above pleadings my Ld. Predecessor framed Issues at Exhibit 9 which I answer as follows :

Issues	Findings.
1. Whether the action of the management of State Bank of Travancore by terminating Shri Bhaskar Hiranman Gangurde from the services of the Bank is legal and proper?	No
2. What relief Shri Bhaskar Hiranman Gangurde is entitled to?	As per order below

REASONS

Issues Nos. 1 and 2

5. Second Party Workman Gangurde was sponsored by the Employment Exchange to 1st Party. He was interviewed and selected by the 1st Party on the post of a Peon. Even appointment order dated 22nd October, 1997 was given to him asking him to report within one month at its Mulund Branch. As far as these things are concerned, it is not disputed by the 1st Party.

6. 1st Party has disputed the birth date of 2nd Party Gangurde stating that, he has manipulated in the birth date certificate to facilitate him to get an appointment of a Peon. According to 1st Party the birth date produced by him with the School Leaving Certificate was showing his birth date as 15th September, 1962; whereas birth date certificate produced by him of Municipality was bearing his birth date 15th December, 1965. Since there was a discrepancy it created doubt about his birth date and considering the birth dates, he was over aged cannot be taken in the employment.

7. Number of witnesses were examined by 2nd Party Workman who have stated regarding the discrepancy in the birth certificate and how it occurred. Against that 1st Party has examined one witness who denied that claim of the 2nd Party Workman. However, Management witness examined at Exhibit 24 by name Pravin Agarwal does not state specifically regarding 2nd Party Workman and his birth date and the dispute raised with the 1st Party.

8. As stated above, it is a matter of record that, Second Party was selected as a Peon by First Party and was sponsored by the Employment Exchange. It is also a matter of record that, he was interviewed and selected for appointment as a Peon. At the stage of interview and at the time of selection process 1st Party was supposed to verify his birth date, his physical condition for his purported work as a Peon and whether he fits within the rules of the management for appointment to the post for which he was selected. Since he was selected and even appointment order was given, there are sufficient reasons to believe that, 1st Party was happy with the Second Party Workman Gangurde and 1st Party has approved him as a best candidate for the post in the selection process. When he was selected and when appointment order was given in my considered view, now 1st Party cannot take 'U' turn and state that, 2nd Party is not upto the mark and even age as was accepted by the 1st Party when he was interviewed and selected. It may happen that, time may pass for joining and reporting for duty which does not mean that, his birth date or his age should be considered as his age on which he was reporting as per the selection process. In fact, age of the candidate should be verified and checked and seen at the time of interview and selection stage only. Taking selected candidate in the employment is just a part of conformity and following due process without which in my considered view has very little scope with the authority to whom such, a candidate report for duty as per his appointment order. At the time of accepting candidate on the post as per appointment order in my considered view said authority has very little scope. On the contrary I may say that the said authority ought to have accepted the candidate as it is which was selected by the Selection Board or the Selection Committee. The Bank for whom the candidate was selected, have no choice or scope or selection and election and/or to say or to create any objection or raise any dispute regarding eligibility of the candidate. Here 1st Party is doing the same thing and raising objection to the candidature who was selected by the Selection Committee for the post of a Peon. In fact, 1st Party cannot do all that and was just supposed to accept the candidate as it is.

9. Apart from that, pausing for a moment, there was discrepancy in the birth date and it was brought to the notice of the 2nd Party he tried to set aside all the said discrepancy by filing affidavit, by bringing Municipal Birth Certificate as well as by bringing his birth date notified in the Gazette. As per Section 23 of the Births, Deaths and

Marriages Registration Act, 1886, the Registrar or the said authority on application made to it regarding registration of birth or death has to give the certificate and it has to be supplied in the prescribed form. The documents produced by the 2nd Party in the form of Municipal Birth Certificate as well as in the form of Gazette regarding his new birth date 15th December, 1965 are as per the provisions of the Registration Act. Those are got verified and those are published by the Competent Authorities. In fact, it is the duty of that authority, to assess and verify whether claim made by the concerned person is just or otherwise. In my considered view it is not the duty of the Body like 1st Party who can take that power with it and create such a dispute as happened in the instant case. The 2nd Party has produced Gazette at Exhibit 12 regarding his changed date of birth which shows 15-12-1965 instead of 15-9-1962. Then he has produced Municipal Certificate at Exhibit 9 bearing his date of birth as 15th December, 1965. Even he produced copy of intimation given by the Hospital and produced it at Exhibit 10 showing name of his mother as patient whose name was shown as Chandrabhaga and date of delivery is shown as 15-12-1965. As far as the name of the mother of the 2nd Party as Chandrabhaga and information regarding her delivery is concerned, is not disputed by the 1st Party. 1st Party is saying that, all those are manipulated documents which are obtained by the Second Party just to support his say which has no meaning. Besides 2nd Party has produced affidavit sworn by his father before the Metropolitan Magistrate and it is at Exhibit 8. When these documents are there which are supporting the date of birth of the 2nd Party as 15th December, 1965 in my considered view what business 1st Party has got in not believing those documents and creating problems and presuming the birth date mentioned in the School Leaving Certificate as genuine? In fact, birth date in the School Leaving Certificate is mentioned as per the information given by the parties. It is to be noted that, in the School Leaving Certificate in the school we know how birth date is noted and it is noted as per the information given by parents knows them and in what manner such birth dates are mentioned. Some are intimating such birth dates to facilitate to get admission at earliest. Some are giving such dates to facilitate their child to enroll in the school. So every one has some meaning behind it and in my considered view it cannot give any weightage and 1st Party need not give any weightage when documents like affidavit, Municipal Birth Certificate and Gazette are produced. In this situation in my considered view, these documents must be relied upon by the 1st Party blindly and it was not its business to look towards them in suspicious manner.

10. To support its contentions 1st Party placed reliance on the citation published in 2005(1) All MR p.749 (Ganghadhar s/o Gonduram Tadma vs Trimbak s/o Govindrao Akingire & ors.), citation published in AIR 2003 SC p. 4208 (State of U.P. vs. Gulaichi), citation published in

2006 AIR SCW p.1991 (Secretary, State of Karnataka vs Umadevi, citation published in AIR 1976 Karnataka p. 231 (H. Subha Rao vs LIC of India), which are regarding how much value could be given to such type of certificates. But in my considered view 1st Party is not supposed to have look into it and create suspicion about the birth date of 2nd Party Workman. In fact it is Selection Committee who has to do that business and Selection Committee as to do all that and 1st Party has just to accept the candidates selected by such Committee. Even 1st Party's Advocate tried to submit that, this Tribunal cannot go into the dispute of the birth date. But here question arises how 1st Party can go and ask 2nd Party to believe its decision when here we are considering the decision taken by the 1st Party regarding 2nd Party Workman holding him as over-aged? Said decision

is challenged by the 2nd Party Workman and evidence brought on record by 2nd Party is in the form of Municipal record, Gazette and Hospital report with affidavit which rather supports his case that his birth date is 15th December, 1965.

11. If at all 2nd Party Workman was over-aged, what business 1st Party has got? If at all 2nd Party was over aged at that time he ought not have been called for interview and ought not have selected by the Selection Committee. As stated above, he was selected and appointment order was issued to him. Only because he reported on duty, as per the case of the 1st Party, when he was over-aged, how he can be blamed for that? One has to see the birth date at the time of the interview and at the time of selection and not at the time of actually resuming the duty.

12. So considering all these coupled with the case made out by both, I conclude that, the decision taken by the 1st Party in preventing 2nd Party to report on duty was not just and proper and I conclude that, the said action of the 1st Party is illegal and require to be set aside with directions to 1st Party to take 2nd Party in the employment at the earliest on the post on which he was selected and give benefit of it. Hence, the order :—

ORDER

- (a) Reference is allowed;
- (b) 1st Party is directed to take 2nd Party Workman Bhaskar Hiranman Gangurde on the post of Peon at the earliest and give all his legal benefits from the date he joins till he is entitled to work legally;
- (c) In the circumstances there is no order as to its costs.

Mumbai,
14th June, 2006

A. A. LAD, Presiding Officer

नई दिल्ली, 7 सितम्बर, 2006

का.आ. 3921.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ

इंडिया के प्रबंधन के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 162/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-9-2006 को प्राप्त हुआ था।

[सं. एल-12012/304/97-आई आर(बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 7th September, 2006

S.O. 3921.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 162/98) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workmen, which was received by the Central Government on 6-9-2006.

[No. L-12012/304/97-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/162/98

Presiding Officer : SHRI C. M. SINGH

The General Secretary,
SBI Staff Congress (Bhopal Circle),
MIG 1/6, Shivani Complex,
6 No. Bus Stop,
Bhopal-16.

... Workman/Union

Versus

The Chief General Manager,
State Bank of India, LHO,
Hoshangabad Road,
Bhopal.

... Management.

AWARD

Passed on the 25th day of August, 2006

1. The Government of India, Ministry of Labour vide its Notification No. L-12012/30/97-IR(B-I) dated 22-7-98 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the management of Chief General Manager, State Bank of India in terminating the services of Shri Suresh Kumar Shrivastava with effect from 1-9-91 is justified? If not, to what relief the workman is entitled for?”

2. After this reference order was received, it was duly registered on 4-8-98 and notices were issued to the parties to file their respective statements of claim.

3. In spite of sufficient service of notice on the Workman/Union on 10-8-2005, the date fixed in the case, no body appeared for the Workman/Union and no

300961/06-4

statement of claim was filed for Workman/Union. Consequently the reference proceeded ex parte against Workman/Union. On 24-8-2006, the date fixed for filing WS by the management, the management in spite of filing Written Statement moved Application Paper No. 5 praying therein that no dispute award be passed.

4. The onus of proving that the action of management in terminating the service of Shri Suresh Kumar Shriwas w.e.f. 1-9-91 is not justified was on the Workman/Union. But the Workman/Union did not file even its statement of claim. There is no evidence on record by the Workman/Union for discharging the above onus. The management has also not filed any written statement. They have also not adduced any evidence.

5. Under the above circumstances, this tribunal is left with no option but to answer the reference in affirmative in favour of the management and against the workman. Considering the circumstances of the case, I am of the opinion that the parties should bear their own costs of this reference.

6. In view of the above, the reference is answered in favour of the management and against the workman holding that the action of the management of Chief General Manager, State Bank of India in terminating the services of Shri Suresh Kumar Shriwas w.e.f. 1-9-91 is justified and therefore, the workman is not entitled to any relief. The parties shall bear their own costs of this reference.

7. Copy of the award be sent to the Govt. of India, Ministry of Labour as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 7 सितम्बर, 2006

का.आ. 3922.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नार्थ-ईस्टर्न रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ के पंचाट (संदर्भ संख्या 17/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-9-2006 को प्राप्त हुआ था।

[सं. एल-41012/58/2003-आई आर (बी.-I)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 7th September, 2006

S.O. 3922.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 17/2004) of the Central Government Industrial Tribunal/Labour Court, Lucknow now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of North-Eastern Railway and their workmen, which was received by the Central Government on 7-9-2006.

[No.L-41012/58/2003-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT:

SHRIKANT SHUKLA, Presiding Officer

I.D. No. 17/2004

Ref. No. L-41012/58/2003-IR (B-I) Dt. 16-1-2004

Between

Sri Vishun Prasad S/o Sunder
Village-Dedia Tec-pure Lalk
Post Chahautpur
Gonda (U.P.)

And

The Railway Road Inspector (Const)
N.Eastern Railway
Gonda
The General Manager
Eastern Railway
Gorakhpur.

AWARD

The Government of India, Ministry of Labour, New Delhi referred the following dispute No.L-41012/58/2003-IR (B-II) dated 16-1-2004 for adjudication to the Presiding Officer, CGIT-cum-Labour Court, Lucknow.

“क्या रेल पथ निरीक्षक (निर्माण) पूर्वोत्तर रेलवे, गोन्डा द्वारा कर्मकार श्री विशुन प्रसाद आत्मज श्री सुन्दर की दिनांक 15-3-82 को सेवा समाप्त किया जाना न्यायोचित है? यदि नहीं तो, सम्बन्धित कर्मकार किस अनुतोष का हकदार है?”

Worker's case in brief is that he was engaged as casual Khalasi on 16-1-81 under Railway Path Inspector (Const) NER, Gonda but abruptly he was terminated without notice on 15-3-82. It is alleged that no notice was given to him before his termination although he continuously worked for 358 days and obtained the temporary status. Thus, the opposite party has violated the provisions of law. It is further submitted that worker alongwith other worker espoused dispute before CGIT-cum-Labour Court, Kanpur numbering 71/96 but the Presiding Officer has not given his judgement and return the reference without adjudication. The worker alongwith other casual Khalasis gave representation to the Ministry of Labour Govt. of India. New Delhi and the Ministry of Labour permitted the worker to espouse the dispute afresh. Accordingly the worker presented his application before Asstt. Labour Commissioner (C) Kanpur. After conclusion of the proceeding the Asstt. Labour Commissioner (C) referred the same to the Government and the Government passed the reference order. Worker has accordingly filed the statement of claim praying the court to declare the termination order & void and further prayed for reinstatement with back wages alongwith interest @ 18%. Worker has undertaken to work under any project within the India.

The opposite party has disputed the claim and filed written statement. It is submitted that casual Khalasis were engaged for definite period for which sanctioned work existed. The sanction for engaging casual Khalasis were obtained workwise and periodwise from the competent authority and casual Khalasis were engaged accordingly. On completion of such work casual khalasis were disengaged. It is further submitted that as per rules notice of termination of engagement of casual labour is given only to those Khalasis who were works for 240 days. But the present case according to details available the workman did not work 240 days continuously hence notice for termination of engagement is not required as per rules. It is further submitted that the worker did not obtain the temporary status. It is further stated that temporary status is obtained by a worker after working continuously without a break for a period of 360 days. Since the worker did not work for mandatory period of 360 days. He was not entitled to temporary status. However, it can be seen from the averment made in the statement of claim that grievances of the workman has been looked into by various court/authorities and finding no valid ground no order has been passed by court/authority. The workman is unnecessarily entering into litigation. It is further submitted that disengagement of worker is legal and has been done by the following norms/rules in this regard and there is no violation of provisions of I.D. Act and the worker is not entitled to any relief. It is further pleaded by the opposite party that the work of conversion of Medium Gauge Rail Line into broad gauge rail line from Barabanki to Samastipur was sanctioned by Government of India in 1972 and this work started in the year 1973. For this casual Khalasis were engaged. The work was completed in 1981 and surplus casual Labourers were disengaged following norms/rules laid down in I. D. Act, direction issued by Hon'ble Supreme Court in writ petition No. 147, 320-69, 454, 4335-4434/83 etc. Indrapal Yadav and others vs Union of India and others decided on 18-1-1985 and policy letter issued by the Railway Ministry/Department copy of direction of Supreme Court dt. 18-1-85. In the compliance of the directions a live register of casual workers postwise and seniority wise depending on number of days a worker has worked is being maintained at the Divisional Level of Railways for those casual personnel who were disengaged prior to 1-1-81. And whenever there is requirement of casual worker for any project work in the Division. These casual personnel are offered work on the basis of their seniority. Even casual personnel who were disengaged after 1-1-81 were asked to submit full details of their engagement with the opposite party and photo and proof so as to enter their names also in the live register for them. So that they could also be offered work. According to their senior it by whenever there is work/project wide publicity was given to this scheme and those casual labours who submitted their details live register has been maintained for them also.

The worker and his representative were absent on 30-8-06. Several dates fixed for evidence of the worker but the worker did not present himself nor his witness for evidence. Therefore on 30-8-06 the court ordered the case to proceed ex-party against the worker. The opposite party has also not produced any evidence. Heard representative of the opposit party and perused record.

It was the duty of the worker to prove that he worked continuously upto 15-3-82 and thereafter his services were illegally terminated. On the other hand the opposite party has urged than the worker was engaged for a project work and after expiry of the project the worker's services came to an end automatically and the worker was thereafter terminated according to the rules of the railways. He has argued that the worker has not come out with any evidence to prove that he was illegally terminated. The representative of the worker has stated that worker is indulging in unfair litigation. He has drawn my attention to para 8 & 9 of the statement of claim and has state that in the year 1996 also it appears that the worker filed statement of claim in case 71/96 before CGIT-cum-Labour Court. Kanpur and no award passed in favour of the worker and the worker has again, after 8 years espoused the same cause therefore there is delay and laches in espousing the claim and therefore the worker's claim can not looked into.

After carefully hearing the representative of the opposite party I come to the conclusion that the worker has not proved the allegations of his claim statement and therefore the termination order dt. 15-3-82 of the opposite party can not be termed as illegal or unjust. Issue is answered accordingly. I also come to the conclusion that the worker is not entitled to any relief.

Lucknow

1-9-2006

SHRIKANT SHUKLA, Presiding Officer

नई दिल्ली, 7 सितम्बर, 2006

का.आ. 3923.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जे. एण्ड के. बैंक लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, सं. II, चंडीगढ़ के पंचाट (संदर्भ संख्या 1234/2के5) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-9-2006 को प्राप्त हुआ था।

[सं. एल-12012/95/2005-आई आर(बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 7th September, 2006

S.O. 3923.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1234/2K5) of the Central Government Industrial Tribunal-cum-Labour Court, No. II, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers

in relation to the management of J & K Bank Ltd. and their workman, which was received by the Central Government on 7-9-2006.

[No. L-12012/95/2005-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

**CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II, CHANDIGARH**

Presiding Officer : Shri Kuldip Singh

Case No. I. D. No 1234/2k5.

Registered on 19-12-2005.

Date of Decision 18-08-2006.

Chander Prakash S/o Shri Hari Ram, C/o President,
AIEBEF, J & K Unit, Jammu

...Petitioner

Versus

The Chariman and Managing Director. The J&K
Bank Ltd. Zonal Office, Rail Head Complex, Jammu.

...Respondent

APPEARANCE

For the Workman : Mr. Raunaq Singh

For the Management : Mr. Ashok Singh

AWARD

The Govt. of India vide their notification No. L-12012/95/2005 dated 17-11-2005 referred the following dispute for the adjudication of this tribunal :—

“whether the action of the Management of J&K Bank Ltd. represented through Chairman, J&K Bank Ltd. in not, regularizing the services of Shri Chander Prakash S/o Shri Hari Ram w.e.f 4-4-2000 is just, fair, legal and justified? If not, to what relief the workman is entitled to? And from which date?”

On the receipt of the notification the notices were issued to the parties. The Management appeared through Shri Ashok Singh, Senior Manager Law whereas the workman appeared through Shri Raunaq Singh President All India Ex-servicemen Bank Employees Federation. He sought time to ensure the presence of the workman. He appeared continuously sought one after the other opportunity to ensure the presence of the workman but failed. The workman did not appear on any date nor filed his claim petition. The representative of the workman further failed to file the authority letter from the workman giving him the authority to represent the workman.

It may be noted here that the workman had given his address: C/o President All India Ex-servicemen Bank Employees Federation, J&K, Jammu. There is no other address available on file, on which the workman could be served. The President of the said Federation has also failed to provide the address of the workman. As such the Tribunal is not in a position to serve the workman on any other address. The result is that neither the workman has

appeared nor filed the statement of his claim. There is also no evidence to show that the Management had failed to regularize the services of the workman and their action is, therefore, unfair, illegal and unjustified. There is nothing on record to show that the workman is entitled to the relief he is claiming, that of his regularization in service w.e.f 4th April, 2000. In the absence of any evidence I am of the opinion that the workman is not entitled to any relief. The reference is answered against him. Let a copy of this award be sent to the appropriate Government for necessary action and file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 8. सितम्बर, 2006

का.आ. 3924.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (संदर्भ संख्या 124/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-9-2006 को प्राप्त हुआ था।

[सं. एल-12012/45/2004-आई आर(बी.-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 8th September, 2006

S.O. 3924.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 124/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 8-9-2006.

[No. L-12012/45/2004-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
AT HYDERABAD**

PRESENT

Shri T. Ramachandra Reddy, Presiding Officer

Dated the 8th day of August, 2006

Industrial Dispute No. 124/2004

Between:

Smt K. Saraswathi,
D.No.26-23-22/1,
Sundaramma Street,
Gandhinagar,
Vijayawada.

....Petitioner

AND

The Assistant General Manager,
State Bank of India, RG- II, Zonal Office,
No. 29-14-59, Route No. 5, Suryaraopet,
Vijayawada.

...Respondent

APPEARANCES

For the Petitioner : Sri C. Suryanarayana, Advocate
For the Respondent : M/s. B.G. Ravindra Reddy &
B.V. Chandra Sekhar, Advocates

AWARD

The Government of India, Ministry of Labour by its order No. L-12012/45/2004-IR(B.I), dated 23-7-2004 referred the following dispute under Section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of State Bank of India and their workman. The reference is,

SCHEDULE

“Whether the action of the management of State Bank of India, Vijayawada in Dismissing the services of Smt. K. Saraswathi, Ex. Clerk is justified? If not, to what relief the workman is entitled to?”

The reference is numbered in this Tribunal as I.D. No. 124/2004 and notices were issued to the parties.

2. Petitioner and her Advocate called absent. Respondent present. Petitioner is absenting since long time in spite of several adjournments. The Petitioner did not file claim statement in spite of giving more than one and half year's time. Since the Petitioner is not taking interest and absenting herself, 'Nil' Award is passed. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected by me on this the 8th day of August, 2006.

T. RAMACHANDRA REDDY, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
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NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 8 सितम्बर, 2006

का.आ. 3925.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै एलिटालिया एअरलाइंस के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधि-करण/श्रम न्यायालय, मुम्बई-II के पंचाट (संदर्भ संख्या 67/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-9-2006 को प्राप्त हुआ था।

[सं. एल-11012/21/2001-आई आर(सी-I)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 8th September, 2006

S.O. 3925.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 67/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Mumbai-II now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Alitalia Airlines and their workman, which was received by the Central Government on 8-9-2006.

[No. L-11012/21/2001-IR (C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. II,
MUMBAI
PRESENT**

A. A. Lad, Presiding Officer

Reference : CGIT-2/67 of 2001

Employers in Relation to the Management of
M/s. Alitalia Airlines

General Manager,
Alitalia Airlines,
Industrial Assurance Building,
Churchgate, Mumbai 400020.

AND

Their Workman
Shri Suresh Naik (Nayak),
264/4, Sher-e-Punjab Society,
Andheri (East), Mumbai 400093.

APPEARANCE:

For the Employer : M/s. Mulla & Mulla & Craigie
Blunt & Caroe, Advocates.

For the Workmen : Mr. B. J. Sawant, Advocate

Date of reserving Award: 14th June, 2006.

Date of passing of Award: 30th June, 2006.

AWARD

The matrix of the facts as culled out from the proceeding are as under :

1. This reference was sent by the Under Secretary, to the Government of India, Ministry of Labour, by its Order No. L-11012/21/2001/C-I, dated 30th April, 2001 in exercise of powers conferred by Clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947, to this Tribunal for adjudication :

“Whether the action of the management of Alitalia Air Lines, Mumbai in terminating the services of Sh. Suresh Naik, Asstt. Ground Engineer w.e.f. 1-12-98 is just proper and legal? If not to what relief is the Workman concerned entitled?”

2. To substantiate the subject matter referred in the Schedule, 2nd Party, Suresh Naik, filed Statement of Claim

at Exhibit 6, in support of it and made out a case that, he worked with 1st Party as an Assistant Ground Engineer from 1st September, 1995. In that capacity he was supposed to carry out work of maintenance of the aircraft on the ground. He was also supposed to look after maintenance of the spare parts, the stock of aluminum, spare parts of aircraft. His services were terminated with effect from 1st December, 1998 without assigning any reason or issuing notice and without offering the retrenchment compensation or salary of one month in lieu of the notice. His last pay was Rs.12,000. Being aggrieved by the said termination he approached the Assistant Labour Commissioner (Central) as the dispute could not be settled in the conciliation regarding the grievance of the 2nd Party which was referred for adjudication to competent authority which in turn in failure and sent it here for the adjudication. Here 2nd Party prays to reinstate him with benefit of back wages and continuity of service with effect from 1st December, 1998.

3. This prayer is opposed by 1st Party by filing detailed say at Exhibit 12 stating that 2nd Party was its employee from 1st September, 1972 to 20th November, 1992. He was retrenched from his job in view of the fact that, 1st Party discontinued its passenger service from Mumbai at that time i.e. in the year 1992 when 2nd Party Workman was working as Assistant Ground Engineer. As no flight was being operated by 1st Party from Mumbai after November, 1992 it stopped its operation and 2nd Party Workman was terminated that time. During that period Rs. 6,96,039 were offered to 2nd Party and he was happy with it.

4. That, after couple of years 1st Party again resumed its provisional operations from Mumbai and entered into an agreement with M/s. Super Services, a partnership firm, in 1994 which agreed to supply Aircraft Technicians to the 1st Party on certain terms and conditions. On 31st August, 1995 another contract took place between 1st Party and Super Services whereby Super Services agreed to supply services of the Ground Engineer to the 1st Party from 1st September, 1995. The said contract was for the period of 3 years. At the same time, Super Services entered into agreement dated 17th September, 1995 with 2nd Party Workman who agreed to rendered his services to the Super Services. Accordingly Super Services assigned services to the 1st Party, of the 2nd Party Workman Suresh Naik, and as a result of that 2nd Party worked for and on behalf of Super Services with 1st Party as an Assistant Ground Engineer. Said appointment was given by Super Services for 12 months. Thereafter condition to renew the contract by giving notice of one month. As per said agreement Super Services have to pay 2nd Party Workman Rs.12,000 per month. However, 1st Party was paying for it Rs.19,000 to Super Services. Besides it was agreed that, any other services rendered by the Workers in excess of 8 hours per shift and 48 hours a week would be charged by Suresh Naik at Rs.120 per hour. So the services of the 2nd Party were with 1st Party by virtue to clear

agreement between Super Services and Suresh Naik and on the basis of that, he was working with it. Said agreement came into force from 1st September, 1995 till 31st August, 1996. Even payment was made by Super Services to Second Party Workman. Even there was separate agreement between Super Services and Suresh Naik who extended his services to the 1st Party.

5. In or about March, 1999 2nd Party made a demand with 1st Party for reinstatement when Super Services did not extend its contract with the 2nd Party in 1998. Since 2nd Party was not employee of the 1st Party after Super Services entered into agreement with 2nd Party, his representation was not considered by 1st Party so failure report was submitted by Assistant Labour Commissioner (Central) and in turn reference was sent for adjudication. Actually 1st Party is not liable and responsible for the services of the 2nd Party or his termination. He was not directly employed with 1st Party from August, 1996 and cannot claim any relief. So it is submitted that, the reference sent for the demands of the 2nd Party to reinstatement him requires to be rejected.

6. In view of the above pleadings my Ld. Predecessor framed Issues at Exhibit 14 which I answer as follows:

Issues	Findings
1. Whether employer-employee relationship exists between the parties?	No
2. Whether the action of the management of Alitalia Airlines Mumbai in terminating the services of Sh. Suresh Naik, Asstt. Ground Engineer w.e.f. 1-12-98 is just, proper and legal?	Does not arise.
3. What relief the workman concerned is entitled?	As per Order below.

REASONS:

Issue Nos. 1 & 2:

7. The 2nd Party comes with a case that he was terminated without following due process of law by 1st Party. Whereas case of the 1st Party is that at the time of alleged termination, 2nd Party was not its employee and was serving with it through Super Services. By virtue of end of contract with Super Services and 2nd Party Workman his services were not provided by Super Services to 1st Party and as such question does not arise and following due process of law to terminate the services of the 2nd Party.

8. To prove that 2nd Party placed reliance on his affidavit filed at Exhibit 15. Wherein he reiterated the things stated in the pleadings. In the cross he states that, he signed agreement with Super Services in the year 1995 and worked with it up to November, 1998. He admits that, by serving Super Services he worked for 1st Party also. He

admits that, in the year 1995, 1st Party has not given appointment order to him nor any salary was paid by it. Even he admits that 1st Party has not given termination letter to him and admit that he was never employee of the 1st Party after 1992. Against that 1st Party did not led evidence.

9. The record and proceedings reveal that, initially this reference was allowed ex-parte on 25th July, 2002. The record and proceedings also reveal that, 1st Party appeared in the proceedings and prayed to restore the matter and to decide it on merits. Accordingly above referred evidence was led by 2nd Party. So the referred admission given by the 2nd Party that, he do not work for 1st Party after 1992 conclude that 2nd Party is not concerned with 1st Party at the relevant time. Even admission given by the 2nd Party that, no termination letter was given to him by 1st Party leads us to conclude that, the cause of action did not took place by the action of the 1st Party and it is the Super Services who is responsible for all that. It is a matter of record that, Super Services provided services of the 2nd Party after 1992 to 1st Party. Initially he was in the employment of the 1st Party from 1972 to 1992. The dispute is pertaining to alleged termination dated 1st December, 1998, which is not given by 1st Party.

10. When said termination under challenge was not given by 1st Party and when he was not employee of the 1st Party at that time, in my considered view, the subject matter referred of termination claiming grievance against 1st Party has no meaning and it is not proved that, the 1st Party is the cause behind it. In fact employer and employee relationships between 1st Party and 2nd Party ceased from 1992 and when 2nd Party was not employee of the 1st Party, question does not arise of termination and or following due process of law before alleged termination dated 1-12-1998. It is also a matter of record that, by virtue of agreement entered into between 1st Party and Super Services, Super Services agreed to supply its services and accordingly Super Services supplied services of 2nd Party and also entered into agreement with Super Services and even Super Services were paying wages to 2nd Party. So all this reveals that, 2nd Party Workman at the relevant time was the employee of the Super Services who is not made party in these proceedings. It also reveals that cause of action of termination notice is of Super Services and not of 1st Party. So, in my considered view, the reference is bad for non-joinder of necessary parties. Besides, I conclude that, 2nd Party is not an employee of the 1st Party and 1st Party has not terminated his services as referred in the reference.

11. In view of the discussions made above, I conclude that, 2nd Party is not an employee of the 1st Party and it has not terminated his services. So I answer the Issues to that effect and conclude that the reference is not tenable and pass the following order :

ORDER

Reference is rejected with no order as to its costs.

Mumbai,
30th June, 2006

A. A. LAD, Presiding Officer

नई दिल्ली, 8 सितम्बर, 2006

का.आ. 3926.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा. को. को. लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद-I, के पंचाट (संदर्भ संख्या 81/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-9-2006 को प्राप्त हुआ था।

[सं. एल-20012/356/99-आईआर (सी-I)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 8th September, 2006

S.O. 3926.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 81/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 8-9-2006.

[No. L-20012/356/99-IR(C-I)]

S.S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT DHANBAD PRESENT

Shri SARJU PRASAD, Presiding Officer

In the matter of an Industrial Dispute under Section
10(1)(d) of the I.D. Act, 1947
REFERENCE NO. 81 OF 2000

PARTIES:

Employers in relation to the Management of P.B. Area of
M/s. BCCL and their workman.

APPEARANCES:

On behalf of the employers : Mr. H. Nath, Advocate
On behalf of the workman : Mr. P.M. Prasad,
Advocate.

State : Jharkhand Industry : Coal

Date, Dhanbad the 28th August, 2006

AWARD

The Govt. of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/356/99 (C-I), dated, the 28th January, 2000.

SCHEDULE

“Whether the demand of the Union before the management of Pootki Colliery under P.B. Area of M/s. BCCL to provide employment to Sri Mantu Kumar, dependant son of Smt. Rampatia Kamin as per voluntary retirement scheme for females is justified? If so, to what relief the workman's other dependent Sri Mantu Kumar is entitled?”

2. It is the admitted case of the parties that there was a special voluntary retirement scheme for female workers in the year 1995. It is also admitted that one Rampatia Kamin was a wagon loader in Pootki Colliery under P.B. Area of M/s. BCCL. It is admitted that she applied for voluntary retirement under the scheme which was approved by the management and said Rampatia Kamin was released from service. It is further admitted that as per the terms and conditions of the voluntary retirement scheme one dependent son of female workman of the company was to get employment in her place besides other monetary benefits. It is also admitted that Rampatia Kamin in her application for voluntary retirement has sought for appointment of her dependent son Shri Mantu Kumar. It is also admitted that the employment of Mantu Kumar was approved and appointment letter was issued directing him to report for duty in Kusunda Area of M/s. BCCL. Accordingly Mantu Kumar reported for duty and he was directed to join at Ghanoodih Colliery of Kusunda Area but according to the sponsoring union he was not allowed to join at Ghanoodih Colliery. According to the management he was allowed to join at Ghanoodih Colliery but was terminated from service because a complaint was received that actually Mantu Kumar is not the son of Rampatia Kamin which was found to be true on enquiry.

3. Thus it is admitted by both parties that Mantu Kumar was given appointment letter under V.R.S. sought by Rampatia Kamin but either he was not allowed to join or terminated from service on the ground that he is not the son of Rampatia Kamin. The sponsoring union has examined Rampatia Kamin who has clearly stated that Mantu Kumar is her son and Mantu Kumar has also stated on oath that he is the son of Rampatia Kamin. Besides that they have produced certificate granted by B.D.O. showing relationship of Mantu Kumar with Rampatia Kamin. On the other hand management has examined one Robert Lakra who is it the Personnel Manager in Pootki Colliery who has said that Mantu Kumar was terminated because a complaint was received that he is not the son of Rampatia Kamin and has obtained employment by practicing fraud. He has clearly stated that he has neither gone through the complaint nor he knows who had made enquiry into such allegation levelled in the complaint. He has not even been able to produce any termination letter terminating the services of Mantu Kumar. Therefore, I find that management has utterly failed to prove that any complaint was received by the management alleging that Mantu Kumar

has obtained employment by practicing fraud and any enquiry was made on such complaint. The management has also failed to prove that Mantu Kumar was terminated from service by any termination letter. On the other hand Rampatia Kamin and Mantu Kumar have both supported their relationship which is further supported by the certificate of B.D.O. Therefore, the management is not at all justified in either terminating the services of Mantu Kumar or not allowing him to join his duty as per the letter of appointment issued to him. The concerned person Mantu Kumar is entitled for reinstatement in service with full back wages from the date of his reporting for duty at Ghanoodih Colliery of M/s. BCCL, i.e. with effect from 4-9-95 in the post of Miner/Loader. Accordingly the following the following Award is rendered :—

“The demand of the union before the Management of Pootki Colliery under P.B. Area of M/s. BCCL to provide employment to Sri Mantu Kumar dependant son of Smt. Rampatia Kamin as per voluntary retirement Scheme for females is justified. Consequently, the concerned person Mantu Kumar is entitled for reinstatement in service with full back wages from the date of his reporting for duty at Ghanoodih Colliery of M/s. BCCL with effect from 4-9-95 in the post of Miner/Loader.”

Management is directed to implement the Award within 30 days from the date of its publication in the Gazette of India in the light of the observation made above.

SARJU PRASAD, Presiding Officer

नई दिल्ली, 8 सितम्बर, 2006

का.आ. 3927.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा. को. को. लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद-I, के पंचाट (संदर्भ संख्या 259/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-9-2006 को प्राप्त हुआ था।

[सं. एल-20012/78/2000-आईआर (सी-I)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 8th September, 2006

S.O. 3927.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 259/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 8-9-2006.

[No. L-20012/78/2000-IR(C-I)]

S.S. GUPTA, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 1 AT DHANBAD****Shri SARJU PRASAD, Presiding Officer****In the matter of an Industrial Dispute under Section
10(1)(d) of the I.D. Act, 1947****REFERENCE NO. 259 OF 2000****PARTIES**Employers in relation to the Management of Lodna Colliery
of M/s. BCCL and their workman.**APPEARANCE**

On behalf of the employers : Mr. D.K. Verma, Advocate

On behalf of the workman : Mr. S.C. Gaur,
Advocate.

State : Jharkhand

Industry : Coal

Dated, Dhanbad, the 18th August, 2006

AWARD

The Govt. of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/78/2000 (C-I), dated, the 7th/14th September, 2000.

SCHEDULE

“Whether the action of the management of Lodna Colliery of M/s. BCCL in dismissing Sri Nand Kishore Mahali, Miner/Loader from the service of the company w.e.f. 12/14-12-96 is justified? If not, to what relief the workman is entitled?”

2. It is the admitted case of both parties that Nand Kishore Mahali, a Miner/Loader was the workman at Lodna Colliery of M/s. BCCL. He was absent from duty from September, 1993 and remained absent till 21-11-96.

3. According to the sponsoring union the concerned workman was transferred from Joyrampur Colliery to Odra Area where the working condition was very much difficult. He worked there for few days and thereafter went home where he felt ill and ultimately he developed mental disease and therefore he was admitted in the mental Hospital, Kanke where he remained under treatment from 16-9-93 to 21-11-96. When he was discharged from hospital he reported for duty along with fitness paper on 23-11-96 he was not allowed to join and ultimately he was handed over a copy of dismissal letter dt. 12/14-1-96.

4. According to the management since the concerned workman remained absent without informing the management he was issued a chargesheet dt. 28-3-96 but the concerned workman did not reply to the chargesheet. Thereafter an enquiry was constituted and notice for enquiry was published in the newspaper yet he did not turn up during the enquiry proceeding. Therefore, an ex parte enquiry was held. The concerned workman was

given a second show cause notice but he did not reply. Then he was dismissed from service.

5. The fairness and propriety of the domestic enquiry was taken up as preliminary issue and by order dt. 3-2-2003 the same has been held to be fair, proper and in accordance with the principle of natural justice.

6. Thus it is admitted that the concerned workman was absent from duty right from September, 1993 to 23-11-96 i.e. for more than 3 years. According to the concerned workman he was mentally ill and was admitted in mental Hospital, Kanke from where he was discharged on 21-11-96 and then he reported for duty on 23-11-96. He has filed an application to this effect to the Agent of the Lodna Colliery which is the part of the enquiry proceeding.

7. As per Certified Standing Order of the Company remaining absent unauthorisedly without prior permission or sufficient cause is a misconduct.

8. In the present case certainly the concerned workman was absent without permission unauthorisedly but in view of the fact that he was admitted in mental hospital, Kanke for his treatment right from 16-9-93 to 21-11-96. Therefore, on this ground it cannot be said that he was absent without any sufficient reason. Therefore, I find that misconduct as defined in clause 26.1.1 is not proved. Therefore, the concerned workman is certainly entitled for reinstatement in service but in the circumstances, of the case he will not be entitled for back wages. In the result, the following Award is rendered:—

“The action of the management of Lodna Colliery of M/s. BCCL in dismissing Sri Nand Kishore Mahali, Miner/Loader from the service of the company w.e.f. 12/14-12-96 is not justified. Consequently, the concerned workman is entitled for reinstatement to his original post w.e.f. 12/14-12-96 without any back wages during the period of his absence. However, he will be entitled continuity of his service from the date of his dismissal.”

9. Management is directed to implement the Award within thirty days from the date of its publication in the Gazette of India in the light of the observation made above.

SARJU PRASAD, Presiding Officer

नई दिल्ली, 8 सितम्बर, 2006

का.आ. 3928.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा. को. को. लि. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय धनबाद-I, के पंचाट (संदर्भ संख्या 38/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-9-2006 को प्राप्त हुआ था।

[सं. एल-20012/399/98-आईआर (सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 8th September, 2006

S.O. 3928.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 38/99) of the Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 8-9-2006.

[No.L-20012/399/98-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT DHANBAD

In the matter of reference under Section 10(1)(d)(2A)
of the I.D. Act, 1947.

REFERENCE NO. 38 OF 1999

PARTIES

Employers in relation to the Management of Nichitpur Colliery of M/s. BCC Ltd.

AND

their workmen.

PRESENT:

SHRI SARJU PRASAD, Presiding Officer

APPEARANCES:

For the employers : Shri D.K. Verma, Advocate

For the workmen : Shri P.R. Rakhit, Advocate.

State : Jharkhand Industry : Coal

Dated, Dhanbad, the 31st August, 2006

AWARD

By Order No. L-20012/399/98-I.R. (C-I) dated 9-3-1999 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section(1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

SCHEDULE

“क्या बी.सी.सी.एल., निछितपुर कोलियरी के प्रबंधन द्वारा सर्वश्री मुख्तार अंसारी, अरविंद कुमार सिंह तथा अवधेश राय को 1-4-93 से दिनांक 15-5-93 के द्विपक्षीय समझौते के अंतर्गत क्ले कार्टिज के पद पर नियमित न किया जाना न्यायोचित है? यदि नहीं तो वे किस राहत के पात्र हैं?”

2. The case of the sponsoring union is that as many as 17 workers were employed by the management of Nichitpur Colliery for making of clay cartridge. According to them, the job of manufacturing of clay cartridge is a permanent nature of job because the cartridges are very

much essential for packing the explosive in coal mines for blasting. Further, according to the sponsoring union a dispute was raised and demand was made by the sponsoring union to regularise those 17 persons, but ultimately there was a Bi-partite settlement on 15-5-93 by which the management agreed to regularise 10 persons on the post of Clay Cartridge Maker out of whom 6 were given employment and remaining 4 were not given employment by the management. Out of 4 one person had died and rest 3 persons, namely, Mukhtar Ansari, Arvind Kumar Singh and Awadesh Rai have not been given employment and thereby the management has violated the Bi-partite settlement which is binding upon them and these three persons, namely, Mukhtar Ansari, Arvind Kumar Singh and Awadesh Rai are entitled for regularisation.

3. The management has admitted that there was a demand raised by the sponsoring union for regularisation of 17 persons as Clay Cartridge Makers, but there was a settlement between the management and sponsoring union for employment of 10 persons, 6 of whom were given employment by the management. The management has further admitted that the aforesaid Bi-partite settlement dated 15-5-93 was duly approved by the Headquarters of M/s. B.C.C. Ltd. According to the management the rest 3 persons, namely, Mukhtar Ansari, Arvind Kumar Singh and Awadesh Rai were not given employment because the Contractor, Md. Quddus had made complaint to the Vigilance Department raising doubt about their genuineness and he had also filed criminal case against the said workers. Therefore, the action of the management in not giving employment to these three persons is justified.

4. Although the management has made a plea that Md. Quddus who was contractor had made complaint raising doubt regarding genuineness of these three persons, but the management has not filed any chit of paper to prove this. Further, it appears that the management has taken another plea that Md. Quddus had filed a criminal case against them. This fact also far from truth. The concerned persons had filed judgement of the criminal case and other related papers from which it appears that at no point of time any criminal case was filed against these three persons. On the contrary, the criminal case was filed against those six persons who have been given employment by the management. Therefore, both these plea of the management is absolutely false and nothing but a false plea to deprive these three persons for giving them appointment as per Bi-partite settlement.

5. The management has examined Rakesh Ranjan (MW-1) who is Sr. Legal Inspector has come to say that Quddus Mia through whom the concerned workmen had been engaged had submitted complaint to the management that the concerned persons are, in fact, fake persons and he had also lodged F.I.R. against these persons. This evidence is nothing but a total falsehood. At no point of time any complaint has been made against these three

persons nor any F.I.R. has been lodged against them. Therefore, this witness is rank liar.

6. MW-2, Tufail Ahmad has also made similar statement which is nothing but a blatant lie.

7. The sponsoring union has examined one of the concerned workmen, Mukhtar Ansari who is none else but the son of Quddus Ansari the alleged contractor and has clearly stated that no complaint was made against them by Md. Quddus nor any criminal case was filed against them. On the contrary, the criminal case was filed against these persons who were given employment by the management. The sponsoring union has also examined N.K. Singh the then Project Officer of the colliery and he has clearly stated that he knows the concerned persons and is acquainted with the case. He has further stated that no complaint was filed against them, rather the complaint was filed against rest six persons whom M/s. B.C.C.L. has given employment.

8. The sponsoring union has filed several documents which prove their case, but it is the calous attitude of the management that on false and frivolous ground they have not implement the settlement by giving employment to these three persons.

9. Therefore, I render following award—

The action of Nichitpur Colliery of M/s. BCCL in not giving employment on the post of Clay Cartridge Maker to S/Shri Mukhtar Ansari, Arbind Kumar Singh and Awadesh Rai in view of Bi-partite settlement between 1-4-93 to 15-5-93 is totally illegal, unjustified and unfair labour practice. The management must give them employment within 30 days from the date of publication of the award, failing which these three persons shall be entitled for the wages as prescribed in NCWA for Clay Cartridge Maker right from the date of settlement i.e. 15-5-93.

SARJU PRASAD, Presiding Officer

नई दिल्ली, 8 सितम्बर, 2006

का.आ. 3929.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी. सी. एल. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद-I के पंचाट (संदर्भ संख्या 52/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-9-2006 को प्राप्त हुआ था।

[सं. एल-20012/85/98-आईआर (सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 8th September, 2006

S.O. 3929.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 52/99) of the Central Government Industrial Tribunal/Labour Court, Dhanbad-I now as shown in the Annexure in the

Industrial Dispute between the employers in relation to the management of CCL and their workmen, which was received by the Central Government on 8-9-2006.

[No.L-20012/85/98-IR(C-I)]

S.S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

PRESENT:

SHRI SARJU PRASAD, Presiding Officer

In the matter of reference under Section 10(1)(d)(2A) of the I.D. Act, 1947

Reference No. 52 of 1999

PARTIES:

Employers in relation to the Management of Captive Power Plant of M/s. C.C. Ltd.

AND

Their Workmen.

APPEARANCES:

For the Employers : Shri D.K. Verma,
Advocate

For the Workman : Shri D. Mukherjee,
Advocate.

State : Jharkhand

Industry : Coal

Dated the 30th August, 2006.

AWARD

By Order No. L-20012/85/98-I.R. (C-I) dated the 17th April, 1999 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal:

“Whether 92 workmen whose names appearing in the Annexures who are engaged by Sub-Contractor of BHEL, namely, Bihar General Works for working at Kathara Captive Power Plant shall be treated as an employee of M/s. Central Coalfields Ltd.? If yes, whether their demand for regularisation in C.C.L. is justified? If yes, then what direction should be given?”

2. The case of the sponsoring union/concerned workmen is that Dinesh Rabidas and 91 other concerned workmen whose names find place in the term of reference had been working at Kathara Captive Power Plant, Kathara Area of M/s. C.C. Ltd., from the year 1988 continuously to the satisfaction of the management in different permanent nature of job under the direct control and supervision of the management and their attendance was more than 240 days in each calendar year. The concerned workmen made demand for payment of wages as per NCWA and

regularisation which annoyed the management and they have been stopped from duty. They represented before the management several times for their regularisation and payment of wages as per NCWA, but unfortunately the management stopped the concerned persons from duty without assigning any reason and in utter violation of mandatory provision of law. According to them, they are entitled for reinstatement with full back wages.

3. The case of the management, on the other hand, is that there is no relationship of employer and employee between the management of M/s. C.C. Ltd. and the concerned persons. According to them, there was an agreement between M/s. C.C. Ltd. and M/s. Bharat Heavy Electricals Limited on 19-1-89 for construction of a Captive Thermal Power Station. As per terms and conditions of the contract BHEL was required to complete design of the Captive Thermal Power Station and after getting approval from the company on the design was required to carry out engineering jobs for the purpose of construction of plant. BHEL was required to supply all the equipments, materials and goods required for construction, erection and for all incidental jobs in connection with Captive Thermal Power Plant. BHEL was also required to do the testing and to give trial run for some period after commissioning the plant and to satisfy the C.C. Ltd. Further, according to the management, both M/s. C.C. Ltd. and BHEL are Government company incorporated under the Companies Act, 1956.

The further case of the management is that BHEL has engaged some petty contractors for carrying on some civil construction jobs and for carrying on fabrication jobs. The contractor was required to select its own men to recruit them, to exercise control over them, to supervise their jobs and to make payment to them. The workmen of the sub-contractor appointed by BHEL were selected and recruited by the Sub-Contractor. Their works were supervised and controlled by the Sub-Contractor and they were paid by the Sub-Contractor. The workmen of the contractors engaged in the job of construction were either workmen of BHEL or of the Sub-Contractors and they had no relationship of any kind with the management of M/s. C.C. Ltd. Further, according to them the contract work was for a temporary period for construction of Captive Power Plant at Kathara and all the workmen employed by the Contractors were holding temporary status save and except the permanent staff of BHEL.

The further case of the management is that the present reference is arising out of the demand made by the sponsoring union for providing employment to large number of job seekers some of whom were workmen of ex-contractors and have made out the present case taking a chance of getting favourable order with the help of manufactured documents.

According to the management, the management is a Public Sector Undertaking and there exists well laid down procedure for recruitment of persons into the employment of the company through Employment Exchange. After

recruitment, appointment letters are issued and for the purpose of identification, identity cards are also issued. Payment to workmen of management is given on after issue of pay slips which are given every month to each and every workman. Since the concerned workmen were not recruited by the management they were not issued any appointment letters, they were not paid by the management through pay slips, therefore, they are not entitled for any relief.

4. The management has filed contract agreement, Ext. M-1 between M/s. C.C. Ltd. and M/s. Bharat Heavy Electricals Ltd. for the installation and commissioning services of 2 x 10 MW Captive Thermal Power Station at Kathara. They have also filed certificate of registrations under Sub-section (2) of Section 7 of the Contract Labour (Regulation & Abolition) Act, 1970 for engagement of contractor for construction of Power Plant by Heavy Electrical Ltd., Hyderabad which has this certificate of registration is dated 8-6-88. The management has also examined N. K. Sinha, MW-1, who is B. M. of Kathara Colliery of M/s. C.C. Ltd. and Kathara Power Plant. He has denied that the concerned workmen were engaged by the management of M/s. C.C. Ltd. or were retained by the management after construction of Power Plant. He has come to say that the Captive Power Plant is not generating any power, but we find that this fact has not been mentioned in the written statement of the management. In cross-examination of this witness he has shown his ignorance whether the sub-contractors who were engaged by the management of BHEL were having any licence as required under Sec. 12 of the Contract Labour (Regulation & Abolition) Act, 1970.

5. The concerned persons have filed service certificate granted by different sub-contractors which have been marked Ext. W-1 series to prove that they have worked under some petty contractors on different nature of jobs at Kathara Captive Power Plant. They have not filed any paper to prove that they were retained by the management of M/s. C.C. Ltd. after commissioning of the Plant. From the service certificates it appears that they had been working there from different dates and almost all of them had worked for more than two years, some of them even for more than three years. In the service certificates there is no mention that they were given any notice under Sec. 25-F of the Industrial Disputes Act or they were paid any wages in lieu thereof. There is no mention even that they were paid the compensation as per the provision of Section 25-F of the I.D. Act. This fact has been supported by WW-1 also who is one of the concerned workmen, namely, Dipak Robert. The management has not produced any document to show that there was any compliance of Section 25-F of the I. D. Act before stopping them from work or retaining them. The management has also not filed any licence showing those petty contractors were holding any licence under Sec. 12 of the Contract Labour (Regulation &

Abolition) Act, 1970. As a principal employer the management of M/s. C. C. Ltd. was duty bound to see that facilities as mentioned under Sections 16, 17, 18 and 19 of the Contract Labour (Regulation and Abolition) Act, 1970 is complied by the contractor and if no facilities mentioned therein are provided by the contractor within the time prescribed therefor, such amenities are to be provided by the principal employer. Similarly under Sec. 21 of the Act the principal employer has responsibility for payment of wages to the contract workers. Therefore, the principal employer is also liable for compliance of Sec. 25-F of the I. D. Act. If the contractor or sub-contractor had not complied with the mandatory provision of Sec. 25-F of the I. D. Act then in that case the termination, retrenchment or stoppage from service is certainly void abinitio and the principal employer shall be liable to reinstate such workmen.

6. Therefore, since there is no evidence regarding compliance of mandatory provision of law as contained under Sec. 25-F of the I. D. Act, therefore, the management of M/s. C. C. Ltd. who is principal employer must be ordered to reinstate the concerned persons in its employment, but in the circumstances of the case without back wages.

7. Since the sub-contractors were not possessing any licence, therefore, the concerned persons must be deemed to be the employees of the management of M/s. C.C. Ltd.

8. In the result, I render following award—

The plea of the management of M/s. C. C. Ltd. that the concerned persons whose names find place in the list of workers worked in Kathara Captive Power Plant enclosed with the term of reference that they are not employees of the management is not correct and they should be reinstated in service and regularised in due course. The management is directed to implement the award within 30 days from the date of publication of the award.

SARJU PRASAD, Presiding Officer

LIST OF WORKERS WORKED IN CAPTIVE POWER PLANT, KATHARA

Sl. No.	Name of Worker
1	2
1.	Sri Dinesh Ravidas
2.	Sri Jageshwar Yadav
3.	Sri Prabhu Gope
4.	Sri Latif Ansari
5.	Sri Samat Lal Yadav
6.	Sri Jitan Gope
7.	Sri Mahendra Turi
8.	Sri Muratlal Turi
9.	Sri Baleshwar Turi
10.	Sri Dukhlal Turi

1	2
11.	Sri Rameshwar Gope
12.	Sri Budhan Mahto
13.	Sri Jagat Prasad Verma
14.	Sri Mohan Lal Mahto
15.	Sri Hiraman Mahto
16.	Sri Mahesh Prajapati
17.	Sri Shital Murmu
18.	Sri Nageshwar Saw
19.	Sri Tuplal Mahto
20.	Sri Surendra Mahto
21.	Sri Nageshwar Gope
22.	Sri Ramchandra Yadav
23.	Sri Hiralal Hembram
24.	Sri Dhanlal Gope
25.	Sri Baldeo Manjhi
26.	Sri B. K. Manjhi
27.	Sri Ramdas Manjhi
28.	Sri Bishwanath Yadav
29.	Sri Birbal Manjhi
30.	Sri Prakash Manjhi
31.	Sri Choula Prasad
32.	Sri Nakul Mahto
33.	Sri Kashinath Prajapati
34.	Sri Rameshwar Mahto
35.	Sri Sadabir Marandi
36.	Sri Jaynath Manjhi
37.	Sri Sudarshan Yadav
38.	Sri Sujan Ram
39.	Sri Anand Luia
40.	Sri S. Victor
41.	Sri Deepak Kumar
42.	Sri Laxman Yadav
43.	Sri Indranath Yadav
44.	Sri Munichand Yadav
45.	Sri Perful Yadav
46.	Sri Mahendra Ram
47.	Sri Hari Thakur
48.	Sri Gopi Turi
49.	Sri Ramji Prasad
50.	Sri Vishwanath Munda
51.	Sri Bhagati Rabidas
52.	Sri Banarasi Gupta
53.	Sri Jhaman Ram

1	2
54.	Sri Mutar Gope
55.	Sri Arjun Ram
56.	Md. Israfil Ansari
57.	Sri Jageshwar Munda
58.	Sri Abdul Rahman
59.	Sri Bindeshwari Turi
60.	Sri Rameshwar Rawani
61.	Sri Khedan Rawani
62.	Sri Bhagirath Mahto
63.	Sri Keshav Mahto
64.	Md. Nasir
65.	Sri Bindeshwari Mahto
66.	Sri Basant Prajapati
67.	Sri Mahavir Rajwar
68.	Sri Baijnath Yadav
69.	Sri Chhotelal Munda
70.	Sri Deoki Rana
71.	Md. Sirajuddin Ansari
72.	Sri Mahabir Prajapati
73.	Sri Hiralal Prajapati
74.	Sri Shibu Gope
75.	Sri Abdul Quadir Ansari
76.	Sri Bandhan Ganjhu
77.	Sri Harihar Mahto
78.	Sri Baleshwar Gope
79.	Sri Ramlal Rabidas
80.	Sri Ramchandra Yadav
81.	Sri Pradip Kumar Mahto
82.	Sri Abdul Razak
83.	Sri Anand Singh
84.	Sri Ashok Kumar
85.	Sri Bhuneshwar Mahto
86.	Sri Dilchand Mahto
87.	Sri Ghanshyam Mahto
88.	Sri Chhotan Paswan
89.	Sri Chandredeo Yadav
90.	Sri Chandrika Yadav
91.	Sri Sewa Rabidas
92.	Sri Lakshman Prasad.

नई दिल्ली, 8 सितम्बर, 2006

का.आ. 3930.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा. को. को. लि. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद-I, के पंचाट (संदर्भ संख्या 82/99)

को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-9-2006 को प्राप्त हुआ था।

[सं. एल-20012/541/98-आईआर (सी-1)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 8th September, 2006

S.O. 3930.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 82/99) of the Central Government Industrial Tribunal/Labour Court, Dhanbad-I now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 8-9-2006.

[No. L-20012/541/98-IR(C-I)]

S.S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT (NO. 1), DHANBAD

In the matter of a reference under section 10(1) (d) and (2A) of Industrial Disputes Act, 1947

REFERENCE No. 82 of 99

PARTIES:

Employers in relation to the Management of West Jharria Area of M/s. BCCL

And

Their Workmen

PRESENT:

SHRI SARJU PRASAD, Presiding Officer.

APPEARANCES:

For the Employers : Sri R. N. Ganguly, Adv.

For the Workmen : None

State : Jharkhand Industry : Coal

Dated 9-8-2006

AWARD

By order No. L. 20012/541/98 (C-I) dated, 17-5-99 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal.

“क्या बी.सी.सी.एल. के प्रबंधन द्वारा श्री विद्युत कुमार शर्मा को अनुपस्थिति के आरोप में सेवा से निकाला जाना विधिवत एवं न्यायोचित है? यदि नहीं, तो कर्मकार किस राहत के पात्र हैं?”

2. From the record it appears that no one is taking any step from the side of the workmen since 21-4-2005.

Therefore, the concerned workmen is not interested in contesting the case.

In the result, I render No Dispute Award.

SARJU PRASAD, Presiding Officer

नई दिल्ली, 8 सितम्बर, 2006

का.आ. 3931.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा. को. को. लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय धनबाद-I, के पंचाट (संदर्भ संख्या 49/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-9-2006 को प्राप्त हुआ था।

[सं. एल-20012/440/98-आईआर (सी-I)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 8th September, 2006

S.O. 3931.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 49/99) of the Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 8-9-2006.

[No. L-20012/440/98-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT (NO. 1), DHANBAD

In the matter of a reference under Section 10(1) (d) & (2A) of Industrial Disputes Act, 1947

Reference No. 49 OF 99

PARTIES :

Employers in relation to the Management of North Tisra Colliery of BCCL

And

Their Workman

Present :

SHRI SARJU PRASAD, Presiding Officer.

APPEARANCES :

For the employer : Shri D.K. Verma, Adv.

For the workman : None.

State : Jharkhand Industry : Coal

Dated 29-8-2006

AWARD

By Order No. L. 20012/440/98-IR (C-I), dated, 17-4-99 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal.

“क्या कामगार यूनियन की संख्याएं कि कर्मकार” श्री नंदजी रे का 3-4-91 से कोड बी में पदोन्नति पर वेतन निर्धारण उनको निचले पद पर देय वार्षिक वेतनवृद्धि (आयकर) का लाभ देकर की जाए मान्य है ? यदि हाँ तो कर्मकार किस राहत के पात्र हैं तथा किस तारीख से ?”

2. This reference has been received on 19-5-99 neither the sponsoring union nor the concerned workman has filed their statement of claim/Written statement. They have not appeared inspite of several notices.

Therefore, it appears that no dispute is existing between the parties.

Therefore, I render No Dispute Award.

SARJU PRASAD, Presiding Officer

नई दिल्ली, 8 सितम्बर, 2006

का.आ. 3932.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा. को. को. लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय धनबाद-I, के पंचाट (संदर्भ संख्या 8/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-9-2006 को प्राप्त हुआ था।

[सं. एल-20012/383/95-आईआर (सी-I)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 8th September, 2006

S.O. 3932.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 8/97) of the Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 8-9-2006.

[No. L-20012/383/95-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT (NO. 1), DHANBAD

In the matter of a reference under Section 10(1) (d) & (2A) of Industrial Disputes Act, 1947

Reference No. 8 OF 97

PARTIES :

Employers in relation to the Management of Kusunda Area of BCCL

And

Their Workman

Present :

SHRI SARJU PRASAD, Presiding Officer.

APPEARANCES :

For the employer : Shri D.K. Verma, Adv.

For the workman : None.

State : Jharkhand Industry : Coal

Dated 29-8-2006

AWARD

By Order No. L. 20012/383/95/IR (C-I), dated, 31-12-96 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of

Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal : —

“Whether the claim of the union made since 1994 that S/Shri Khokhan Kumar Bachchu Kumar worked as casual workers during the period 1975 at North Tisra Colliery and thereafter eligible for re-employment as delisted casuals on the basis of managements circular issued in 1986, is legal and justified ? If so, to what relief are they entitled ?”

2. From the record it appears that inspite of notices no one is taking step from the side of the workman since 20-12-2005.

Therefore, it appears that the concerned workmen/ sponsoring union have no interest to pursue the case.

Therefore, I render No Dispute Award.

SARJU PRASAD, Presiding Officer

नई दिल्ली, 8 सितम्बर, 2006

कं.आ. 3933.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय धनबाद-I के पंचाट (संदर्भ संख्या 137/91) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-9-06 को प्राप्त हुआ था।

[सं. एल-20012/52/83-DIIIA-आई आर(सी-I)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 8th September, 2006

S.O. 3933.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 137/91) of the Central Government Industrial Tribunal/Labour Court, Dhanbad-I now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of E.C.L. and their workman which was received by the Central Government on 8-9-2006.

[No. L-20012/52/83-DIIIA-IR (C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference under Section 10(1) (d) & (2A) of the Industrial Disputes Act, 1947.

Reference No. 137 of 1991

Parties : Employers in relation to the management of Eastern Coalfields Ltd.

AND

Their Workman

PRESENT

SHRI SARJU PRASAD : Presiding Officer

APPEARANCES :

For the Employer : Shri B. M. Prasad, Advocate.

For the Workmen : Shri B. N. Singh, Authorised Representative.

State : West Bengal.

Industry : Coal

Dated, the 29th August, 2006

AWARD

By Order No. L-20012(52)/83-D III(A)/LR(Coal-I) dated 26-11-1991 the Central Government in the Ministry of Labour has, in exercise of the powers of the conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the demand of the workmen of Jorekuri, Palesthali, Beldanga, Kasta, Pariharpur Collieries of M/s. Eastern Coalfield Ltd., Sanctoria, P.O. Disergarh (Burdwan) that the workmen named in the Annexure should be reinstated with all benefits of back wages and continuity of service from 28-5-74 when their services were stopped by the management, is justified ? If so, to what relief are the workmen concerned entitled ?”

2. The case of the sponsoring union is that 397 persons whose names find place in the schedule of reference were the workmen in five collieries, namely, Jorekuri, Beldanga, Kasta, Palasthali and Pariarpur. The aforesaid five collieries were nationalised and taken over on 28-5-74 under Coal Mines Nationalisation Act and all the five collieries are running under the management of M/s. Eastern Coalfields Ltd. Further, according to the sponsoring union, the concerned persons whose names find place from Sl. Nos. 1 to 135 were the workmen working in Jorekuri colliery, Sl. Nos. 136 to 210 were working in Beldanga colliery and from Sl. Nos. 211 to 297 were working in Kasta colliery whereas Sl. Nos. 298 to 352 were working in Palasthali colliery and Sl. Nos. 352 to 377 were working in Pariarpur colliery from the time of erstwhile owner and were on the roll of erstwhile owner on the date of take over of these collieries. According to them, as a result to take over there was complete chaos and failure law and order situation as large number of job seekers of the area had gathered in and round the colliery office of these collieries. Taking advantage of the situation the management left out the genuine workmen who were working on the roll of the company on the date of take over and some new persons were inducted as workmen in the aforesaid five collieries. The concerned persons tried their level best, sat Dharna, raised industrial dispute and even approached the Hon'ble Calcutta High Court and Hon'ble Supreme Court, but with no result and lastly their dispute has been referred to this Tribunal by order

26-11-91. According to the sponsoring union, since the concerned workmen were the workmen of erstwhile owner on the date of nationalisation of these five collieries therefore they were entitled to be retained in employment of the management of M/s. E. C. Ltd. as per provision of Section 14 of the Coal Mines Nationalisation Act.

3. The plea of the management is that the present dispute is not maintainable because there is no relationship of employer and employees between the management of M/s. E. C. Ltd. and the concerned persons. According to the management after nationalisation of these five collieries a large number of persons were claimed to be the employees of the erstwhile owner in relation to the said collieries and claimed employment under the management. Therefore, the management formed Screening Committee for the purpose of screening the persons who claimed employment. The Screening Committee in May to July, 1974 duly examined all such claims and allowed those which were genuine upon the employment of said collieries. They published a list of 761 genuine workmen on 29-7-74. The management thereafter on receiving further representations a Second Screening Committee was formed which recommended for the employment of further 185 workmen in March, 1975 and they were also employed by the management of the said collieries. According to them, the dispute regarding the concerned persons were first of all raised by the Rashtriya Colliery Mazdoor Sangh in February, 1983, but none of them had ever raised any claim before either of the Screening Committee. The appropriate Government did not refer the dispute as they did not find the same fit to be referred. Again dispute was raised by another union in April, 1983 but did not pursue the matter and was ultimately closed on 15/18-3-84. Thereafter another Trade Union made a demand of 316 persons out of 395 persons but the Government declined to refer the dispute. Thereafter one Sheo Gopal Tiwary moved Hon'ble Supreme Court claiming employment under the management which was subsequently withdrawn by the said Sheo Gopal Tiwary to avail any other remedy open to him on 15-12-86. Again out of 397 persons Niranjan Mukherjee and others moved the Hon'ble Calcutta High Court in February, 1987 claiming employment which was disposed of by order dated 19-12-90. Ultimately the dispute was referred to this Tribunal in 1991. According to the management, all the persons whose names find place in the term of reference are job Seekers and they are not entitled for any relief.

4. At the outset it is worth mention that this case has a chequered history because of the fact that the concerned persons through different unions had been trying their best to get the dispute referred to under Sec. 10 of the Industrial Disputes Act which took a pretty long time and ultimately the dispute was referred in the year 1991. The hearing of the reference was also prolonged for about 15 years for one reason or the other.

5. As per the term of reference and the pleadings of the parties point for decision is whether the demand of the concerned persons for employment on the ground of their being the workmen of erstwhile owner alongwith full back wages is justified.

6. It is not at all disputed that in view of Section 14 of the Coal Mines (Nationalisation) Act, 1973, the management of M/s. E.C. Ltd., was duty bound to give employment to all those workmen who were on the roll of the erstwhile owner of the concerned collieries. However, there has been an amendment in the year 1986 by which the provision of Section 14 of the Coal Mines (Nationalisation) Act has been deleted with retrospective effect. But we find that the claim of the concerned persons is right from the date of Nationalisation and they have raised their industrial dispute in February, 1983 itself, therefore, the amendment of 1986 will not at all affect in this case. Furthermore, on the question of equity also right of those persons who were the workmen of erstwhile owner and whose names were on the roll of the erstwhile owner cannot be defeated by a subsequent amendment in the provision of Section 14 of the Coal Mines (Nationalisation) Act.

The learned lawyer for the management has rightly not pressed this point at the time of argument, although this point was taken in the additional written statement of the management.

7. Now the question is whether the concerned persons were the genuine workmen of erstwhile owner on the date of nationalisation is definitely a question which requires a lot of investigations. In the term of reference there is only the names of 397 persons. Their parentage has not been mentioned, nor there is mention of their age or the permanent home address.

Therefore, a lot of exercise is required to be done for the identification of genuine workmen to find out whether any of the persons mentioned in the list, were the workmen of the erstwhile owner. For this purpose Form 'B' Register of erstwhile owner is required to be perused. The information regarding their being member of Provident Fund will also be required to be probe into, but neither party has brought on record the documents. The concerned persons, however, have filed certificates from the erstwhile owners which have been marked Exts. W-1 to W-5 series to prove that they were workmen of erstwhile owner on the date of take over of the aforesaid five collieries/coal mines. The genuineness of the certificates granted by the erstwhile owner is also to be verified *vis-a-vis* Form 'B' Register of erstwhile owner and the provident fund record and also from the voter list of the locality of those collieries for the relevant year.

Therefore, in such circumstances of this case I think that there should be a Screening Committee to examine all these aspects of this case in which there should be one

representative of the sponsoring union and a nominee of the Regional Labour Commissioner (Central) of the concerned area to examine the genuineness of the concerned persons and also to find out if they were workmen on the roll of the erstwhile owner of the respective collieries. Furthermore, the dispute regarding the employment is going on right from 28-5-74 and many of the concerned persons might have crossed the age limit of 60 years and many of them might not be available for some reason or other. Therefore, in that view of the matter also a Screening is required. Therefore, I formulate a formula for the screening of the concerned persons to find out whether any of them were the workmen of erstwhile owner in any of the collieries mentioned in the reference order on the date of take over or just before the date of take over. These formula will be as follows :

- (i) All the concerned persons will submit a proforma containing their names, parentage, age, permanent address, a recent photograph and any proof in support of their being workmen in the erstwhile colliery; in the Personnel Department of the area of the colliery through the sponsoring union within 60 days from the date of publication of the award. In no case the period will be extended beyond 60 days i.e. if some one fails to file such format alongwith proof within 60 days through their sponsoring union then his case will not be considered on any later date.
- (ii) The management of M/s. E.C. Ltd. will constitute a Screening Committee and they will include a nominee of the R.L.C. (Central) of concerned area to be present in the Screening Committee alongwith one office-bearer of the sponsoring union within 30 days from the last date of filing of the format mentioned above. Thereafter the Screening Committee will make sitting and decide the genuineness of the concerned persons for having been the workmen of the erstwhile owner. After examination of the claims of the concerned persons who will produce their claim format mentioned above; within 30 days from the date of formation of the Screening Committee. The Screening Committee will publish a list of genuine persons, if any, duly authenticated by the representative of the R.L.C. (C) of the concerned area also.

8. After the exercise of the finding of the genuineness of the concerned persons is over, the management must reinstate such genuine persons into its employment with continuity of service and 25% back wages within 30 days from the publication of the list. This time limit mentioned above must be strictly followed and if the management fails to follow the time limit then it

will be presumed that all the concerned persons whose names find place in the list of order of reference are the genuine workmen of the erstwhile owner and they shall be entitled for reinstatement with continuity of service w.e.f. 25-8-74 and 25% back wages.

The reference is answered accordingly.

SARJU PRASAD, Presiding Officer

ANNEXURE

Lists of Persons of Jorekuri Colliery under S.P. Mines,
Chitra of Eastern Coal Fields Limited.

Sl. No.	Name	Designation	Date of App.
1	2	3	4
1.	Banka Bihari Laik	Water Mazdoor	14-06-73
2.	Foujdari Mandal	Earth/Cutter	01-04-72
3.	Ramdeo Rai		
4.	Ajit Manji	Peon	02-01-68
5.	Gosain Das Mandal	G/Mazdoor	01-07-69
6.	Pradip Berdhan	E/Cutter	02-07-73
7.	Shridhar Bouri	Trammer	08-05-73
8.	Swapan Kumar Bardhan	G/Mazdoor	02-02-73
9.	Sk. Ajizul	E/Cutter	07-07-73
10.	Kashi Nath Laik	G/Mazdoor	07-09-73
11.	Kalipado Singh	E/Cutter	02-08-73
12.	Arun Pujari	C.L.I. Cleark	22-03-73
13.	Rakho Hari Rai	Guard	26-01-69
14.	Ranjut Panigrahi	N/Guard	19-10-69
15.	Sayed Sajahan	G/Mazdoor	01-12-72
16.	Jitu Bhui	E/Cutter	02-06-72
17.	Dilip Kumar Rai	Office Boy	10-04-73
18.	Aswani Karmkar	C/Cutter	18-04-73
19.	Gangadhar Gorain	-do-	18-04-73
20.	Anand Mohan Mandal	-do-	18-04-73
21.	Anil Kumar Rai	-do-	-do-
22.	Sukumar Gorain	-do-	-do-
23.	Bishwanath Mandal	-do-	-do-
24.	Kabirul Khan	E/Cutter	-do-
25.	Kristo Naik	-do-	-do-
26.	Sadhan Kumar Manji	Trammer	-do-
27.	Tapan Karmkar	-do-	-do-
28.	Deodas Karmkar	C/Cutter	-do-
29.	Nimai Ghosh	-do-	-do-
30.	Somer Chattarjee	-do-	-do-

1	2	3	4
31.	Raju Manjhi	C/Cutter	18-04-73
32.	Lakhindar Manjhi	-do-	-do-
33.	Sk. Motibul	-do-	14-04-73
34.	Mahendra Singh	Line Mazdoor	18-04-73
35.	Arun Karmkar	Trammer	-do-
36.	Anongamohan Mandal	C/Cutter	-do-
37.	Sk. Mahasin	-do-	14-04-73
38.	Dhiraj Singh	Guard	18-04-73
39.	Swapan Karmkar	B/Mazdoor	-do-
40.	Rabindra Nath Mandal	C/Cutter	-do-
41.	Sushil Gorain	E/Cutter	-do-
42.	Bhanu Rai	-do-	-do-
43.	S.K. Adhikar	Munshi	-do-
44.	Modan Mondal	G/Mazdoor	-do-
45.	Nirmal Mondal	E/Cutter	-do-
46.	Jaideo Dey	Munshi	-do-
47.	Narain Chandra Mondal	G/Mazdoor	-do-
48.	Kandan Dhangar	E/Cutter	-do-
49.	Akul Manji	-do-	18-02-73
50.	Som Manjhi	-do-	18-04-73
51.	Manik Mondal	-do-	-do-
52.	Sashi Ghosh	-do-	-do-
53.	Gobardhan Bouri	-do-	-do-
54.	Sibram Mondal	G/Mazdoor	-do-
55.	Ashuruidas	E/Cutter	18-02-73
56.	Balika Manjhian	-do-	-do-
57.	Sk. Jakir Hussain	-do-	18-12-73
58.	Rafikul Islam	-do-	05-07-73
59.	Swapan Kumar Mandal	G/Mazdoor	05-06-73
60.	Ajarul Hussain	Fitter Helper	02-07-73
61.	Nimal Nayak	Elect. Helper	18-03-73
62.	Gaya Pd. Kapuri	Guard	22-08-73
63.	Sukumar Mondal	E/Cutter	24-07-73
64.	Sadanand Kapuri	Water Mazdoor	08-07-73
65.	Nuni Kora	E/Cutter	07-06-73
66.	Kanai Laik	C/Mazdoor	02-06-73
67.	Sk. Nadir	E/Cutter	04-06-73
68.	Sk. Saharul	-do-	11-04-73
69.	Ajrul Haque	P/Khalasi	08-05-73
70.	Liyakat Ali	Peon	02-06-73

1	2	3	4
71.	Bimal Chandra Berdhan	E/Cutter	08-04-73
72.	Potholi Bouri Berdhan	-do-	18-04-73
73.	Kalikasi Manjhian	W/Loader	-do-
74.	Ramesh Chandra Mondal	E/Cutter	-do-
75.	Bidhan Rai	C/Cutter	19-05-73
76.	Anand Mohan Mondal	P/Khalasi	01-12-73
77.	Tapas Kumar Shill	G/Mazdoor	21-08-72
78.	Munilal Mondal	-do-	18-04-73
79.	Amil Kumar Rai	Carpenter	08-05-73
80.	Manik Laik	G/Mazdoor	14-08-63
81.	Gurupado Bhui	SF/Expl. Carrier	18-04-73
82.	Jagarnath Singha	Trammer	29-05-73
83.	Krishn Gopal Mondal	G/Mazdoor	18-04-73
84.	Sushil Kumar Adhikari	Munshi	-do-
85.	Mohan Singh	Fitter	09-05-73
86.	Saikh Mannu	G/Mazdoor	15-05-73
87.	Ram Dulal Manji	Water Mazdoor	03-02-71
88.	Ragunnath Bardhan	E/Cutter	02-01-71
89.	Sachchida Nand Singh	G/Mazdoor	06-09-73
90.	Seikh Samad	E/Cutter	29-06-71
91.	Nand Lal Shill	Stone Cutter	02-07-71
92.	Ashok Bordhan	E/Cutter	21-07-71
93.	Debu Bouri	E/Cutter	14-04-73
94.	Amir Ali	C/Cutter	18-04-73
95.	Babu Singh Manjhi	C/Cutter	09-04-73
96.	Damodar Chandra Mandal	-do-	18-04-73
97.	Karuna Roy	Guard	-do-
98.	Nand Dulal Mondal	Munshi	02-05-73
99.	Kalasona Manjhi	N/Guard	07-03-73
100.	Sk. Gaffer	Elect. Helper	08-05-73
101.	Sk. Khalil	-do-	02-04-74
102.	Paras Chandra Badykar	G/Mazdoor	07-06-71
103.	Ayan Chandra Ghosh	E/Cutter	04-05-69
104.	Suni Manjhian	-do-	-do-
105.	Sagar Singh	-do-	12-04-73
106.	Nimai Chandra Mondal	Trammer	18-04-73

1	2	3	4	1	2	3	4
107.	Badal Chandra Ghosh	C/Cutter	18-04-73	145.	Seikh Maibul	E/Cutter	05-04-73
108.	Ujwal Kr. Singh	Quarry Guard	08-07-73	146.	Seikh Anrul	-do-	-do-
109.	Miktipado Guin	E/Cutter	05-04-74	147.	Sirish Bouri	-do-	06-10-73
110.	Swadhin Bordhan	G/Mazdoor	18-04-73	148.	Taramuni Manjhain	-do-	02-05-73
111.	Kamal Chandra Mondal	Compounder	-do-	149.	Basudeo Dome	C/Cutter	02-04-72
112.	N.N. Mukharji	Qry. Supervisor	18-03-73	150.	Seikh Ajrul	E/Cutter	08-08-73
113.	B.N. Mondal	G/Mazdoor	07-04-74	151.	Paras Bouri	-do-	06-10-73
114.	Kanhai Laik	-do-	20-08-73	152.	Ranjit Manjhi	-do-	08-06-73
115.	Shyamapado Mondal	-do-	05-04-73	153.	Seikh Bholu	C/Cutter	03-07-73
116.	Manik Chandra Mondal	-do-	18-03-73	154.	Jogindo Manjhi	E/Cutter	01-04-73
117.	Lakhi Kant Mondal	G/Mazdoor	-do-	155.	Bangra Manjhi	Trammer	21-10-73
118.	Tina Bouri	-do- CMPF No. C/34/19278		156.	Banmali Kora	C/Cutter	07-50-73
119.	Jugal Manjhi Marck	Miner -do-	C/374859	157.	Seikh Nasir	P/Khalasi	25-07-70
120.	Shambhu Kora	-do- -do-	C/375838	158.	Seikh Mustafa	G/Mazdoor	21-10-70
121.	K. Gutgutiya	-do- -do-	C/425442	159.	Swapan Kumar Mondal	E/Cutter	05-06-73
122.	Naru Bouri	G/Mazdoor -do-	C/15943	160.	Bhamuni Manjhain	-do-	06-06-72
123.	Murari Pd. Rout	-do-	04-05-69	161.	Seikh Hakim	E/Cutter	07-06-72
124.	Pako Manjhi	Miner	03-07-69	162.	Seikh Mustakim	-do-	07-05-72
125.	Pancha Nan Rabidas	-do-	-do-	163.	Saikh Ansar	-do-	25-07-73
126.	Biru Manjhi	-do-	-do-	164.	Bibhuti Mondal	C/Cutter	22-06-71
127.	Ram Manjhi	-do-	04-06-69	165.	Swapan Roy	-do-	11-07-73
128.	Manik Manjhi	-do-	04-06-69	166.	Nimai Ghosh	E/Cutter	06-04-72
129.	Bhutan Manjhi	-do-	-do-	167.	Tapan Kumar Mondal	-do-	08-09-72
130.	Samar Ghosh	-do-	-do-	168.	Rasmuni Manjhain	-do-	14-06-71
131.	Debu Manjhi	-do-	-do-	169.	Fulmuni Majhain	E/Cutter	10-4-73
132.	Lodu Manjhi	-do-	-do-	170.	Sudai Majhain	C/Cutter	11-02-73
133.	Bodi Manjhi	-do-	-do-	171.	Anand Mohan Mondal	Att. Cleark	18-04-73
134.	Bablu Manjhi	-do-	-do-	172.	Saikh Salim	Water Mazdoor	08-10-72
135.	Atin Karmkar	-do-	18-04-73	173.	A.K. Mondal	E/Cutter	04-07-69
BELDANGA COLLIERY				174.	Biswajit Shill	-do-	06-07-71
136.	Seik Wahid	C/Cutter	08-01-72	175.	Kanhai Badyakar	-do-	06-07-69
137.	Seik Aub	-do-	07-03-73	176.	Manilal	-do-	06-08-69
138.	Gosain Das Mondal	G/Mazdoor	07-11-72	177.	Sukul Mohamad	-do-	06-05-69
139.	Narendra Nath Mondal	Loader	09-03-69	178.	Seikh Tabbir	-do-	05-06-72
140.	Moti Lal Manjhi	C/Cutter	10-03-73	179.	Seikh Dipak	-do-	24-01-71
141.	Minilal Ghosh	Trammer	24-07-71	180.	Seikh Iman	-do-	02-02-71
142.	Seikh Kuddus	G/Mazdoor	19-01-67	181.	Seikh Anisur	-do-	03-06-72
143.	Tarapado Mondal	-do-	10-08-71	182.	Azad Hussain	-do-	05-07-72
144.	Seikh Jainul	-do-	10-03-73	183.	Jiyaul Islam	-do-	03-06-72
				184.	Jotdhari Mondal	-do-	24-01-71
				185.	Dipak Bharatiya	-do-	24-07-71

1	2	3	4
186.	Ratan Mondal	E/Cutter	19-07-71
187.	Magan Mondal	-do-	24-07-71
188.	Seikh Sirajul	-do-	02-07-71
189.	Hapankuri Manjhain	-do-	20-02-71
190.	Seikh Sahajan	C/Cutter	20-07-71
191.	Haru Kalindi	-do-	02-02-72
192.	Seikh Rakib	E/Cutter	-Do-
193.	Seikh Ramjan	-do-	-Do-
194.	Dinbandhu Corain	Guard	20-07-71
195.	Dilip Kumar Mondal	Bailing Mazdoor	20-02-71
196.	Seikh Mongal	E/Cutter	08-07-69
197.	Arup Mondal	Munshi	24-05-71
198.	Harimuni Mondal	Trammer	25-07-71
199.	Aswani Karmkar	Gen/Cleark	22-05-71
200.	Swapan Kumar Mondal	P/Operator	24-02-71
201.	Damodar Dutta	Bailing Mazdoor	21-07-71
202.	Raj Kumar Adhikari	Guard	24-01-71
203.	Chhotki Manjhain	Loader	20-02-71
204.	Sanat Kumar Mondal	P/Khalasi	24-07-71
205.	Thakurain Manjhain	Loader	20-02-71
206.	Sukhan Giri	Peon	21-07-71
207.	S. K. Mondal	S/Keeper	23-02-71
208.	Nepal Bouri	Guard	25-02-71
209.	Seikh Salim	C/Cutter	02-01-71
210.	Sukhdeo Mondal	Munshi	19-07-71
KASTA COLLIERY			
211.	Nathu Bouri	G/Mazdoor	CMPP. No. C/192150
212.	Seikh Abdul Rahim	-do-	13-05-74
213.	Basudeo Khan	-do-	FB.No.321-25-02-74
214.	Gopal Chakravarti	P/Khalasi	19-03-74
215.	Siromani Chatterjee	P. F. Cleark	28-12-73
216.	Sadhamoy Bhandari	P/Khalasi	22-03-74
217.	Akashya Chandra Roy	G/Mazdoor	02-04-74
218.	Mohan Mondal	-do-	15-05-74
219.	Sanat Kumar Manjhi	-do-	25-03-73
220.	Manoranjan Adhikari	-do-	25-03-73
221.	Dukh Haran Sadhu	Supervisor	24-03-73

1	2	3	4
222.	S. N. Mukharjee	Eclect. Helper (Sam/PGSPO/76/23012	19-4-76
223.	Sukummar Sinha	G/Mazdoor	28-05-69
224.	Rajendra Pd. Singh	-do-	
225.	Jayanti Pd. Singh	Munshi	19-10-68
226.	Madhu Sadhu	P/Khalasi	14-06-61
227.	Rashomoy Bhandari	Elect. Helper	25-05-63
228.	Kalo Kora	O. B. R.	01-01-74
229.	Seikh Akhtar	-do-	-do-
230.	Seikh Fazrool	-do-	-do-
231.	Seikh Anrool	-do-	-do-
232.	Hiron Mochi	-do-	-do-
233.	Phuchra Manjhi	-do-	-do-
234.	Bimal Manjhi	-do-	-do-
235.	Urmila Bouri	-do-	-do-
236.	Krishna Singh	-do-	-do-
237.	Santosh Bharatiya	-do-	-do-
238.	Chicham Bouri	-do-	-do-
239.	Seikh Israil	-do-	
240.	Seikh Allauddin Sah	-do-	
241.	Mokora Bouri	-do-	
242.	Kale Bouri	-do-	
243.	Abdul Rahim Sah	-do-	
244.	Dulal Manjhi	-do-	
245.	Chandi Mochi	-do-	
246.	Uchada Polli	-do-	
247.	Seikh Naju	-do-	
248.	Seikh Maniruddin	-do-	
249.	Nepal Bouri	-do-	
250.	Fatik Bouri	-do-	
251.	Sidheswar Mukharjee	-do-	
252.	Shanti Ram Ghosh	-uo-	
253.	Seikh Kamruddin	O. B. R.	
254.	Durlab Mondal	-do-	
255.	Seikh Asgar Mondal	-do-	
256.	Dulal Dutta	-do-	
257.	Chhepi Bourin	-do-	
PALASTHALI COLLIERY			
258.	Seikh Moti	Fitter	11-06-71
259.	Seikh Mukhtar	E/Cutter	08-07-69
260.	Subrata Kumar Laha	Munshi	02-04-73
261.	Sunil Kumar Adhikari	Att/Cleark	15-04-69
262.	Abdul Kalam	G/Mazdoor	02-06-73

1	2	3	4	1	2	3	4
263.	Seikh Sattar	E/Cutter	07-09-69	302.	Bhim Chandra Ghosh	G/Cleark	28-08-73
264.	Seikh Bholu	-do-	02-07-73	303.	N. K. Gorain	P/Attendent	28-05-74
265.	Seikh Dayeed	-do-	08-11-73	304.	Shankar Ghosh	G/Mazdoor	08-05-74
266.	Naresh Manjhi	-do-	09-10-73	305.	Arjun Kumar Ghosh	P/Khalasi (F. B. No. 81)	14-05-73
267.	Seikh Sakur	-do-	24-03-73	306.	Seikh Adud	OBR Supervisor	01-04-73
268.	Dinbandhu Mondal	G/Mazdoor	02-09-73	307.	Ijjajul Islam	P/Attendent	07-05-73
269.	Seikh Kadir	S/Cutter	09-11-73	308.	Saikh Muzaffar	Office Peon	04-05-73
270.	Dhirendra Nath Mondal	G/Mazdoor	18-11-73	309.	Sib Gopal Tiwari	Munshi CMPF No. C/421458	
271.	Babuswar Manjhi	E/Cutter	08-10-73	310.	Manik Ghosh	G/Mazdoor	11-01-73
272.	Seikh Haku	-do-	22-07-73	311.	Sarbjit Singh	-do-	16-05-68
273.	Khardi Manjhian	W/Loader	05-09-73	312.	Shyamapado Kaviraj	-do-	07-05-73
274.	Amal Kanti Mondal	G/Mazdoor	06-05-73	313.	Satya Narain Tiwari	-do-	
275.	Debasish Ghosh	-do-	20-04-73	314.	Vibekanand Mishra	-do-	
276.	Sushil Patra	-do-	08-04-73	315.	Rabi Lochan Mishra	Guard	
277.	Seikh Anul Haque	Dresser	02-09-73	316.	Ashok Kumar Laik	E/Cutter	06-07-69
278.	Shyamapado Mondal	G/Mazdoor	04-04-69	317.	Jitan Laik	-do-	06-07-73
279.	Seikh Noju	Guard	02-08-73	318.	Mantu Laik	-do-	07-07-73
280.	B. K. Mondal	C/Cutter	26-07-73	319.	Umapado Mondal	-do-	06-06-69
281.	A. K. Pandey	Munshi	15-03-71	320.	Kanai Ghosh	-do-	04-07-69
282.	Chhabi Mondal	C/Cutter	26-07-71	321.	Rameshwar Marandi	-do-	01-05-71
283.	Dhananjay Ghosh	-do-	-do-	322.	Dilip Kumar Manjhi	P/Khalasi	24-07-71
284.	Seikh Majahar	E/Cutter	15-10-73	323.	Seikh Muslim	E/Cutter (B. F. No. 142)	7-12-73
285.	B. N. Ghosh	Chairmain	07-05-73	324.	Pancha Nand Mondal	Guard	01-10-73
286.	Bhola Nath Mondal	E/Cutter	22-02-73	325.	Rupali Kora	C/Cutter	20-07-71
287.	Haradhan Paul	-do-	18-02-73	326.	Seikh Rupsed	E/Cutter (B. F. No. 227)	18-9-73
288.	Seikh Safiqul Islam	E/Cutter	05-03-73	327.	Bidyut Kumar Nondal	Fitter Khalasi	21-07-71
289.	Kashi Nath Gorain	-do-	20-02-73	328.	Narain Mondal	E/Cutter	06-09-69
290.	Prabhakar Mondal	-do-	18-02-73	329.	Gaur Mondal	-do-	09-01-71
291.	Sonatan Marandi	-do-	25-02-73	330.	Seikh Supan	-do-	-do-
292.	Rafiqul Islam	-do-	04-03-73	331.	Lakhi Ram Baski	-do-	09-07-69
293.	Rajbali Mahto	E/Cutter	10-05-72	332.	Sudhir Adhikari	-do-	24-07-71
294.	Rati Manjhain	W/Loader	17-09-71	333.	D. N. Dey	-do-	08-07-69
295.	Bijai Badrakar	E/Cutter	CNPF No. C/245817	334.	Seikh Athu	-do-	06-09-69
296.	Kamal Singh	M/Sirdar	02-09-58	335.	Samar Manjhi	G/Mazdoor	06-07-73
297.	Ram Singh	G/Mazdoor	08-05-73	336.	G. S. Mondal	E/Cutter	03-09-69
298.	Seikh Jahir	G/Khalasi	07-10-73	337.	Sheoram Mondal	-do-	08-07-69
299.	Dinbandhu Chakravarti	L/Supervisor	26-12-73	338.	Seikh Mustakim	-do-	01-07-72
300.	Ram Prasad Manji	P/Attendent	27-12-73	339.	U. S. Laha	G/Mazdoor	07-06-73
301.	Mantu Ghosh	Kash Peon (F.B. No. 207)	01-09-70	340.	Seikh Ijhar	E/Cutter	06-02-73
				341.	A. K. Sadhu	G/Mazdoor	09-01-73
				342.	Romoni Manjhain	W/Loader	01-03-73

1	2	3	4
343.	Ramesh Khan	E/Cutter	02-06-72
344.	B. P. Adhikari	G/Mazdoor	02-06-73
345.	D. N. Ghosh	S/Cutter	01-03-73
346.	Seocharan Bouri	E/Cutter	10-09-72
347.	K. C. Das	C/Cutter	24-07-71
348.	Swasti Das	E/Cutter	05-07-71
349.	R. N. Chand	—do—	06-07-69
350.	Seikh Akhtar	—do—	—do—
351.	Khatiza Khatoun	—do—	05-07-69
352.	Bipod Taran Manjhi	—do—	08-05-71

PARIAR PUR COLLIERY

353.	Shakar Manjhi	Water Mazdoor
354.	Kesho Bouri	Loader
355.	Dulali Bouri	—do—
356.	Sukhodi	OBR
357.	Ravan Khan	Waterman
358.	Genda Bouri	OBR
359.	Ramuni Kora	—do—
360.	Mokara Bouri	—do—
361.	Ram Jash Bharatiya	—do—
362.	Aghne Bouri	—do—
363.	Bodi Bouri	—do—
364.	Sk. Habibul Islam	—do—
365.	Shori Bouri	—do—
366.	Bimal Singh	—do—
367.	Shyamal Roy	—do—
368.	Girdhari Laik	—do—
369.	Nadiya Mondal	—do—
370.	Pramila Bouri	—do—
371.	Nisodi Hansda	—do—
372.	Fulmani Hansda	—do—
373.	Chaina Manjhi	—do—
374.	Lakhan Manjhi	—do—
375.	Prabhat Mondal	—do—
376.	Ajay Roilas	—do—
377.	Seikh Tahir	—do—
378.	Chhepi Bouri	OBE
379.	Khiladasi Bouri	—do—
380.	Chhabu Bouri	—do—
381.	Buli Bouri	—do—
382.	Kanik Manjhi	—do—
383.	Labi Bouri	—do—
384.	Kotu Manjhi	—do—
385.	Kalo Bouri	—do—
386.	Malti Laik	—do—
387.	Nabani Bagh	—do—

1	2	3	4
388.	Kanai Bouri	OBE	
389.	Tarit Mondal	—do—	
390.	Daru Bouri	—do—	
391.	Rosoni Hansde	—do—	
392.	Naresh Manjhi	—do—	
393.	Madan Bouri	—do—	
394.	Seikh House Mondal	—do—	
395.	Anand Mohan Mondal	—do—	
396.	Latilul Rahman	—do—	
397.	Rajesh Singh	—do—	

[F. No. 25012(52)/83-Dis(c)/IR (C-1)]

K. J. DYVA PRASAD, Desk Officer

नई दिल्ली, 8 सितम्बर, 2006

का. आ. 3934.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा. को.को.लि., के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय धनबाद-I के पंचाट (संदर्भ संख्या 15/93) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-9-06 को प्राप्त हुआ था।

[सं. एल-20012/151/91-आई आर(सी-I)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 8th September, 2006

S.O. 3934.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 15/93) of the Central Government Industrial Tribunal/Labour Court, Dhanbad in now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of B.C.C.L. and their workman which was received by the Central Government on 8-9-2006.

[No. L-20012/151/91-IR (C-D)]

S. S. GUPTA, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. I,
DHANBAD**

In the matter of a reference U/s. 10(1) (d) (2A) of the Industrial Disputes Act., 1947.

Reference No. 15 of 1993

Parties : Employers in relation to the management of Dugda Coal Washery of M/s. B.C.C. Ltd.,

AND

Their Workmen.

Present : Shri Sarju Prasad,
Presiding Officer.

Appearances :

For the Employers : Shri R. N. Ganguly, Advocate

For the Workmen : Shri D. Mukherjee, Secretary,
Bihar Colliery Kamgar Union.

State : Jharkhand. Industry : Coal.

Dated, the 21st August, 2006

AWARD

By Order No. L-20012/151/ 91-IR (Coal-I) dated 5-1-1993 the Central Government in the Ministry of Labour has, in exercise of the power conferred by clause (d) of sub-section (1) and sub-sections (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the management in relation of Dugda Coal Washery of M/s. B.C.C. Ltd., is justified in denying absorption and regularisation of the 14 contract labourers in regular employment ? If not, to what relief the said workmen are entitled ?”

2. The case of the sponsoring union is that Smt. Mugli Devi and 13 labourers are doing the job of plant cleaning from the year 1980 continuously at Dugda Coal Washery. According to them, the plant cleaning job is a permanent nature of job and is prohibited nature of job within the meaning of Contract Labour (Regulation & Abolition Act, 1970). The Central Government by issuing a Notification has prohibited engagement of contractor for doing plant cleaning job in Coal Washery. Therefore, the concerned persons are the employees of the management for all practical purpose, but they are shown as contract labourers and they are entitled for regularisation as the permanent employee of the management. According to the sponsoring union after the dispute was raised eight concerned persons, namely, Dhiren Saw, Ganga Saw, Khedan Kewat, Supari Kewat, Paltu Kewat, Mansu Kewat, Suklal Kewat and Pankoli Devi have been stopped from work. Again six of the concerned persons, namely: Shankar Manjhi, Budhan Turi, Mongli Devi, Babi Devi, Sadhmuni Devi and Sanichari Devi were stopped from work w.e.f. February, 1993 after the dispute was referred to this Tribunal. The sponsoring union has claimed regularisation of the aforesaid 14 persons on reinstatement.

3. The case of the management, on the other hand, is that there is no employer-employees relationship between the management and the concerned persons and they have not worked as plant cleaning mazdoor. According to them, they are all job seekers. However, the management has admitted that by issue of notification the Central Government has been pleased to prohibit engagement of contract labour on plant cleaning job under Sec. 10 of the Contract Labour (Regulation & Abolition) Act, 1970. According to the management, they have regularised many of the contract labourers doing such nature of job either *suomoto* or under award of the Tribunal.

4. It is admitted by both the parties that plant cleaning job in Dugda Coal Washery is prohibited category of job in which no contract labourer can be engaged. If the management engages any contract labour on such job then such labourer must be deemed to be the workman of the management and they shall be entitled for regularisation and payment of wages as per NCWA.

5. The sponsoring union has examined two witnesses in support of its claim that the concerned persons have been working as plant cleaning mazdoor at Dugda Coal Washery. WW-1, Baijnath Kewat, is the Secretary of the sponsoring union. He is a permanent workman of the management since 1980. He has stated that the concerned persons are doing the job of plant cleaning and implements for doing such jobs are being supplied by the management and their work is also being supervised by the management. He has proved the payment-sheet of the workmen for the month of March, 1984 which is under the signature of N.K. Singh, Supervisor and A.B. Sahay, Manager (Technical). The payment-sheet has been marked Ext. W-1. He has also proved another payment sheet under signature of D. Singh, Superintendent of the management which is Ext. W-1/1. He has also proved enegement slips under signature of B. Ram, Cleaning Supervisor which are Ext. W-2 series and another pay slip for September, 1986 appearing signature of S.K. Dutta, Project Officer, Ext. W-1/2. He has also proved 5 zerox copies of attendance sheet bearing signature of C.D. Singh, Chargeman, which have been marked Ext. W-3.

The second witness, WW-2, Dhiran Saw, is one of the concerned workmen, who has supported the case of the sponsoring union and has claimed that they have worked from 1980 to 1993 when they have been stopped from work.

6. The management has examined only one witness, MW-1, Jitendra Swarup Srivastava, who has come to say that in case of a permanent workman management issues Identity Card, monthly pay slip, the appointment letter and the contractors working in the Washery are given licence, work order, but the management has not filed any such paper to prove that any contractor was engaged by the management; for any other job than the Plant Dealing job.

7. The sponsoring union has called for certain documents from the management, but the management has not filed those documents also.

8. Thus, from the materials on record, I find that the concerned persons were working as plant cleaning mazdoors from 1980 to February, 1993 which is prohibited category of job, therefore, the concerned persons must be deemed to be the workmen of the management and they are entitled for absorption and regularisation with all the benefits of a permanent workman.

9. In the result, I render following award —

The management in relation to Dugda Coal Washery of M/s. B.C.C. Ltd. is not justified in denying absorption

and regularisation of Mugali Devi & 13 other contract labourers in regular employment. They are entitled for benefits of wages and other facilities as that of permanent workmen of the washery. The management is directed to re-instate, absorb and regularise all those 14 workmen whose case has been referred to this Tribunal by order of reference in question within 30 days from the publication of the awards, failing which they shall be entitled for wages of Category-I General Mazdoor thereafter on expiry of 30 days.

SARJU PRASAD, Presiding Officer

नई दिल्ली, 8 सितम्बर, 2006

का.आ. 3935.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी. एल.एल. के प्रबंधन के संबद्ध निजीकरणों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/भ्रम न्यायालय धनबाद 3 के पंचाट (संदर्भ संख्या 228/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-9-2006 को प्राप्त हुआ था।

[सं. एल-20012/47/2000-आई आर(सी-1)]

एस. एस. गुप्ता, अवसर सचिव

New Delhi, the 8th September, 2006

S.O. 3935.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 228/2000) of the Central Government Industrial Tribunal/Labour Court, Dhanbad in now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of C.C.L. and their workman which was received by the Central Government on 8-09-2006.

[No. L-20012/47/2000-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference U/s. 10(1) (d) (2A) of the Industrial Disputes Act, 1947.

Reference No. 228 of 2000.

Parties : Employers in relation to the management of Giddi Washery of M/s. S. C. C. Ltd.

AND

Their Workmen.

Present : Shri Sarju Prasad,
Presiding Officer.

Apperances :

For the Employers : Shri D. K. Verma, Advocate

For the Workmen : Shri D. Mukherjee, Secretary,
Bihar Colliery Kamgar Union.

State : Jharkhand. Industry : Coal.

Dated, the 14th August, 2006

AWARD

By Order No. L-2001/2/47/2000-IR (C-I) dated 30-6-2000 the Central Government in the Ministry of Labour has, in exercise of the power conferred by clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of Giddi Washery, Argada Area of M/s. Central Coal Field Ltd., P.O. Giddi-A, Dist. Hazaribagh, in denying the regularisation of S/Shri Ram Kumar and 61 others contract labour (as per list) who are stated to have working continuously in plant cleaning job at Giddi Washery is justified? If not, to what relief are the workmen concerned entitled?"

2. The case of the sponsoring union is that Ram Kumar and 61 other concerned persons whose names find place in the schedule to the reference are doing the job of plant cleaning mazdoor in Giddi Coal Washery. The job of plant cleaning is a permanent and perennial nature of job and comes under the prohibited category of job in which no contractor can be engaged. Although the concerned persons are doing the job of plant cleaning at Giddi Washery since long and attendance is more than 24C days in each calendar year within the control and supervision of the management, but the management is not paying them proper wages as prescribed by NCWA and they are being paid through some Intermediaries and they are called contract workers. According to the sponsoring union, the A.L.C. (C), Hazari Bagh had visited the premises of Giddi Washery and found the concerned persons working as plant cleaning mazdoor which is a prohibited category of job. In such circumstances, the concerned persons have prayed for regularisation as permanent, workmen of the management and payment of wages as per NCWA with retrospective effect and other consequential benefits.

3. The case of the management, on the other hand, is that certainly plant cleaning job is permanent and perennial nature of job and the Central Government has issued notification under sec. 10 of the Contract Labour (Regulation & Abolition) Act, 1970 prohibiting engagement of contract labour on plant cleaning job. According to them, they have got their own plant cleaning mazdoor. They have admitted that in the Cool Washery coal is transported by means of convayor belt and on the way there is spillage of coal due to vibration of the conveyor belt and those spillage coals are required to be re-collected on the conveyor. The workmen doing such jobs are called plant cleaning mazdoor. According to the management, the concerned workmen/persons have never worked in plant cleaning job and most of them are job seekers. In the circumstances they have prayed to pass an award in favour of the management.

4. It is admitted case of both the parties that plant cleaning job is a permanent and perennial nature of job

and in such job the Central Government has issued Notification under Sec. 10 of the Contract Labour (Regulation & Abolition) Act, 1970 prohibiting engagement of contract labour.

5. The management has taken a plea that they have got their own permanent plant cleaning mazdoor, but the management has failed to produce any document to prove that they have got their plant cleaning mazdoor. On the other hand, the concerned persons have produced attendance register-cum-wage-sheets which bear signature of the management representative also. From these attendance registers it is clearly established that the concerned persons are doing the job of plant cleaning through contractor and for that they have been paid wages. They have also filled Identity Card, Ext. W-2 series duly signed by the Sr. Personnel Manager of the management to show that they are plant cleaning contract labour. Their rate of wages is also mentioned there. They have also produced overtime vouchers Ext. W-3 series from which it appears that the management is taking duty over and above the prescribed hour of duty and for that the management has granted them overtime vouchers under the signature of Superintending Engineer of the management. These documents go to prove that they are doing the job of plant cleaning mazdoor although the job of plant cleaning has been prohibited for engagement of contract labour. Therefore, if a workman is engaged in prohibited category of job for which Notification under Sec. 10 of the Contract Labour (Regulation & Abolition) Act, 1970 has been issued by the appropriate Government, such workman must be deemed to be workman of the principal employer i.e. Giddi Coal Washery.

6. The management's witness MW-1, Satish Kumar Ravi who is Personnel Officer, has stated that he cannot say whether the concerned persons are doing the plant cleaning job. He has admitted that it is possible of their doing plant cleaning job. He has admitted that there is signature of R.A. Ram, Dy. Personnel Manager in the pay sheet, Ext. W-1. He has also admitted that in the Identity Cards also which are Ext. W-2 series there is signature of Dy. Personnel Manager. He has admitted that the management has not filed any documents to show that there are permanent plant cleaning mazdoors in Dugds Coal Washery.

The second witness MW-2 is M. Jha, Superintending Engineer (E & M) working in Giddi Coal Washery and he has admitted that overtime vouchers, Ext. W-3 series, bear his signature. Although he has come to say that the concerned persons are working under Upadhyay, Contractor, but he has admitted that no paper has been filed to show that Upadhyay, contractor, was engaged for any other nature of job. The management has not filed even the work order given to Upadhyay nor the management has filed any document to show that Upadhyay was a licensee under the Contract Labour (Regulation &

Abolition) Act. The management has not filed any documents whatsoever regarding engagement of contractor for any other nature of job than the plant cleaning job. The sponsoring union, on the other hand, has filed sufficient papers to show that the concerned persons are doing the job of plant cleaning since long and their attendance is more than 240 days in a calendar year. The management has not examined any witness or produced any document to disprove this fact.

The only one witness of the sponsoring union has fully supported its case.

7. From the materials available on record, I find that the concerned persons are doing the plant cleaning job since long in Giddi Coal Washery and they are being paid less wages than the prescribed wages in NCWA. The plant cleaning job is prohibited category of job for that no contractor can be engaged.

Therefore, the concerned persons are entitled for regularisation as the permanent workmen of the management and wages according to NCWA.

8. In the result, I render following award —

The action of the management of Giddi Washery, Argada Area of M/s. C.C. Ltd. P.O. Giddi-A, Dist : Hazaribagh in denying the regularisation of S/Shri Ram Kumar and 61 others contract labour, as per list, who are working continuously in plant cleaning job at Giddi Washery is not justified and they are also entitled for wages as per NCWA with retrospective effective. The management is directed to regularise them as permanent employees of the management within 30 days from the date of publication of the award and make them payment of wages as per the wages prescribed under NCWA with retrospective effect, failing which they shall be entitled for wages of Category-I Mazdoor after the expiry of 30 days from the date of publication of the award.

SARJU PRASAD, Presiding Officer

नई दिल्ली, 8 सितम्बर, 2006

का. आ. 3936.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा. को.को.लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय धनबाद I के पंचाट (संदर्भ संख्या 121/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-9-06 को प्राप्त हुआ था।

[सं. एल-20012/46/99-आई आर(सी-I)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 8th September, 2006

S.O. 3936.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 121/99) of the Central Government Industrial Tribunal/

Labour Court, Dhanbad I now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of B.C.C.L. and their workman which was received by the Central Government on 8-09-2006.

[No. L-20012/46/99-IR (C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT (NO. I), DHANBAD.

In the matter of a reference U/s. 10(1) (d) (2A) of the Industrial Disputes Act., 1947.

Reference No. 121 of 99

Parties : Employers in relation to the management of Koyala Bhawan, M/s. B.C.C. Ltd.

AND

Their Workmen

Present : Shri Sarju Prasad
Presiding Officer

Apperaances :

For the Employers : None

For the Workmen : None

State : Jharkhand Industry : Coal

Dated, the 29th August, 2006

AWARD

By Order No. L-20012/46/99-IR (C-I) dated 4-6-99 the Central Government in the Ministry of Labour has, in exercise of the power conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal.

क्या कमिशन का दावा की श्री झन्डु भोक्शनल ट्रेनिंग के पश्चात् दिनांक 23-5-1994 निरंतर स्तर इस क्लर्क का काम कर रहे रही है, यदि हाँ तो क्या उक्त पद पर नियुक्त किये जाने के पात्र हैं तथा किस तारीख से क्या प्रबंधन द्वारा उन्हें 23-5-1994 से 7-7-1994 का वेतन न दिया जाना न्यायोचित है? यदि नहीं, कर्मकार किस राहत के पात्र है?

2. This reference is received in this Tribunal on 15-6-99 but till date no statement of claim/ Written statement has been filed by the concerned workman/sponsoring union.

In spite of several notices they have not appeared. Therefore, there is no dispute existing between the parties, now.

Therefore, I render NO DISPUTE AWARD.

SARJU PRASAD, Presiding Officer

नई दिल्ली, 8 सितम्बर, 2006

का.आ. 3937.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा.को.को.लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय धनबाद I के पंचाट (संदर्भ संख्या 140/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-9-06 को प्राप्त हुआ था।

[सं. एल-20012/481/98-आई आर(सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 8th September, 2006

S.O. 3937.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 140/99) of the Central Government Industrial Tribunal/Labour Court, Dhanbad I now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of B.C.C.L. and their workman, which was received by the Central Government on 8-09-2006.

[No. L-20012/481/98-IR (C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT (NO. I), DHANBAD.

In the matter of a reference under section 10(1) (d) & (2A) of Industrial Disputes Act., 1947.

Reference No. 140 of 99

Parties : Employers in relation to the management of Tetulmari Colliery of Sijua Area of M/s. BCCL

AND

Their Workmen

Present : Shri Sarju Prasad
Presiding Officer

Apperaances :

For the Employers : Shri D.K. Verma, Adv.

For the Workmen : None

State : Jharkhand Industry : Coal

Dated, the 29-8-2006

AWARD

By Order No. L-20012/481/98-IR (C-I) dated 4-6-99 the Central Government in the Ministry of Labour has, in exercise of the power conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal.

“Whether the action of the management of Tetulmari Colliery of M/s. BCCL in not regularising Sri Kali Rajwar as Munshi in clerical Gr. III since, 1984 is justified? If not, to what relief the concerned workman is entitled?”

2. This reference has been received on 15-6-99 and till date no written Statement/Statement of claim has been filed by the sponsoring union/ concerned workman.

No step has been taken by the sponsoring union. Notices were sent several time even by the speed post but the sponsoring union/concerned workman did not appear.

Therefore, it appears that there is no industrial dispute existing now between the parties.

I, therefore, render NO DISPUTE AWARD.

SARJU PRASAD, Presiding Officer

नई दिल्ली, 8 सितम्बर, 2006

का.आ. 3938.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा.को.को.लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय धनबाद I के पंचाट (संदर्भ संख्या 9/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-9-06 को प्राप्त हुआ था।

[सं. एल-20012/380/95-आई आर (सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 8th September, 2006

S.O. 3938.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 9/97) of the Central Government Industrial Tribunal/Labour Court, Dhanbad I now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of B.C.C.L. and their workman, which was received by the Central Government on 8-09-2006.

[No. L-20012/380/95-IR (C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR (NO. I), DHANBAD.

In the matter of a reference under section 10(1) (d) & (2A) of Industrial Disputes Act, 1947.

Reference No. 9 of 1997

Parties : Employers in relation to the management of Kusunda Colliery, Kusunda Area No.5 or BCCL

AND

Their Workmen

Present : Shri Sarju Prasad
Presiding Officer

Apperaances :

For the Employers : Shri R.N. Gangully, Adv.

For the Workmen : None

State : Jharkhand

Industry : Coal

Dated, the 29-8-2006

AWARD

By Order No. L-20012/380/ 95-IR (C-I) dated 31-12-96 the Central Government in the Ministry of Labour has, in exercise of the power conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal.

“Whether the claim of the union that Shri Mohd. Sadan Anwar and 15 others (given below) have worked as Stone cutters in the Godhur Colliery of M/s. BCCL and are eligible for regularisation by the management, is legal and justified ? If so, to what relief are they entitled ?”

S/Sh 1. Md. Safique Khan, 2. Md. Irfan Khan, 3. Nand lal Yadav, 4. Md. Kudus Mia 5. Rameshwar Rajbhar 6. Kamdev Harijan 7. Manohar Paswan 8. Bhagirath Singh 9. Latauri Mia 10. Udam Mia 11. Md. Kamruddin Khan 12. Dahu Mia 13. Ghanshyaam Mia 14. Soham Mia 15. Abdul Mia.

2. From the record it appears that the concerned workman/sponsoring union and their representative is not appearing in this case since long.

Therefore, it is presumed that no dispute is existing now.

I, therefore, render no dispute award.

SARJU PRASAD, Presiding Officer

नई दिल्ली, 8 सितम्बर, 2006

का.आ. 3939.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. लिबवेल एविएशन सर्विसेज के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय मुम्बई-I के पंचाट (संदर्भ संख्या 14/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-9-06 को प्राप्त हुआ था।

[सं. एल-11012/23/2002-आई आर(सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 8th September, 2006

S.O. 3939.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 14/2002) of the Central Government Industrial Tribunal/Labour Court, Mumbai-I now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Livewel Aviation

Services and their workman, which was received by the Central Government on 8-9-2006

[No.L-11012/23/2002-IR(C-I)]

S.S. GUPTA, Under Secy

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. I,**

MUMBAI

PRESENT

JUSTICE GHANSHYAM DASS,

Presiding Officer

Reference No. CGIT-14 OF 2002

Parties : Employers in relation to the management of
M/s. Livewel Aviation Services

AND

Their Workmen.

Apperaances :

For the Management : Mrs. Purav, Adv.

For the Workmen : Absent.

State : Maharashtra

Mumbai dated the 17th day of August, 2006.

AWARD

1. This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act 1947 (the Act for short) vide Government of India, Ministry of Labour, New Delhi Order No.L-11012/23/2002-IR (C-I) dated 11-9-2002. The terms of reference given in the schedule are as follows:

“Whether the action of the management of M/s Livewel Aviation Services, Mumbai, in dismissing the services of Mr. Virendra Jairam Pal, Helper, with effect from 26th October, 2001 is legal and justified? If not, to what relief is the workman concerned entitled?”

2. The workman filed his Statement of Claim dt.26-5-2003 and submitted that the joined the Livewel Aviation Services (hereinafter referred to as the Company) as a Helper since 1998. In fact the Company has been employing several persons in the categories of loaders, cleaners, Sweepers, Peons and other employees in different categories of Airport operation area of Indian Airlines. The workman was one of the aforesaid employees. The company is a contractor of the Indian Airlines who is the principle employer. The employment is made for intermittent periods in a regular manner by rotation since the work of loading and unloading is of perennial nature. The employees are not being confirmed or regularized by the Company despite several demands. The workman joined with Mumbai Mazdoor Sangh along with other co-workers and demanded for regularization. Instead, the Company started harassing the workman.

3. The workman was charge sheeted on 09-7-2001 for breach of Standing Orders 14/3 (a) and (h). The workman denied to the charges. Consequently, the enquiry was instituted and Mr. K.P. Gurav was appointed as Enquiry Officer by Mr. G.B. Ghadigaonkar, Manager, HRD and Personnel. Consequently, the enquiry was conducted by the Enquiry Officer. The workman defended the enquiry himself without taking assistance of the Defence Representative for which he was asked for. The Management examined the Complainant Mr. Breganza himself. He supported the entire incident of misbehaviour and insubordination and also the assault made by the workman as a result of which his middle finger of left hand got fractured. He remained under treatment for sufficient days. Even the operation of the middle finger was carried out and he was discharged on 24-7-2001. This incident had taken place on 08-7-2001. He had asked the workman to throw the garbage bags into the dust bin to which he did not comply with and refused. When he requested again and asked the workman that he would complain the matter to the Manager, the workman pushed him and abused. He tried to save himself and push the workman but the workman pushed him and twisted his left hand and fingers badly with the result, the middle finger got fractured. He made the complaint to the Manager (Ex-9). The workman examined himself in support of his defence and also examined one more witness Mr. Mallesh L. Dandge. The Enquiry Officer found the workman guilty and submitted its report. The Competent Authority passed the final order of dismissal against the workman.

4. The contention of the workman is that the enquiry is not just and fair. He was not made to understand the proceedings of the enquiry which were recorded in English. He could not take the assistance of the defence representative as he was busy in other activities and hence he could not defend the enquiry properly. The finding of the Enquiry Officer is perverse.

5. The contention of the Management is that the workman has been dismissed from service in accordance with law.

6. The workman remained present along with his Advocate Mr. Helekar to contest the matter before this Tribunal but ultimately the workman absented himself when the matter came up for hearing before me on 6th February, 2006 which was a adjourned date on the request of the workman to engage some other Advocate in place of earlier Advocate. Since then, the workman did not appear. The attempts were made by the office of the Tribunal to serve a notice upon the workman with a view to give him an opportunity to contest the matter, but it did not work out. The Company filed the affidavit of Mr. Sitaram Sonawane

to the effect that he went to serve the notice to the workman at his address at Bhawani Shankar Road, Dadar, Mumbai on 06-7-2006 but he found the tenement demolished for new construction. He enquired from the neighbour but none told about the whereabouts of the workman. The information was also given by the office to Mr. Helekar Advocate but he refused to appear for want of instruction and contact from the workman. Hence, I heard the matter exparte.

7. The Management filed the affidavit of Shri Siraj Khatri in support of its case. The affidavit filed by the workman in lieu of his examination in chief cannot be relied upon since he was not made available for cross examination by the other side.

8. After going through the evidence available on record, I find sufficient evidence to prove the charges against the workman by sufficient evidence. The perusal of the enquiry proceedings goes to show that the workman understood the proceedings of the enquiry well and he defended the enquiry himself out of his own accord. He was not prejudiced in any manner by any fault on the part of the Enquiry Officer. The workman was given each and every opportunity to defend himself and he availed it fully. He examined himself and one more witness in his support to disprove the charges. The evidence led by the workman was not considered to be sufficient to disprove the charges against the workman which were substantiated by none else but the victim himself who was actually assaulted and caused fracture in the middle finger of left hand.

9. In view of the above, I conclude that the workman was rightly dismissed in accordance with law. Hence, the action of the management of M/s. Livewel Aviation Services, Mumbai in dismissing the services of Mr. Virendra Jaiaram Pal helper, with effect from 26th October 2001 is legal and justified.

10. The Award is made accordingly.

Justice GHANSHYAM DASS, Presiding Officer

नई दिल्ली, 11 सितम्बर, 2006

का.आ 3940.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सदर्न रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, एर्नाकुलम के पंचाट (संदर्भ संख्या 64/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-9-2006 को प्राप्त हुआ था।

[सं. एल-41012/106/93-आई आर(बी.-I)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 11th September, 2006

S.O. 3940.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the award (Ref. No. 64/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Ernakulam as shown in the Annexure in the Industrial Dispute between the management of Southern Railway and their workman, which was received by the Central Government on 11-9-2006.

[No.L-41012/106/93-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUML-ABOUR COURT, ERNAKULAM

Present :

SHRI P. L. NORBERT, B. A., L. L. B., Presiding Officer

(Wednesday the 30th day of August, 2006)

I.D. 64/2006

(I. D 13/95 of Labour Court Ernakulam)

Workman/Union : The General Secretary
Dakshin Railway Casual Labour Union,
Edappally North,
Kochi.

Adv. Shri C. Anil Kumar

Management : The Executive Engineer (Construction)
Southern Railway,
Podannur,
Tamil Nadu

Adv. Shri P.N.M. Nageebkhan.

AWARD

This is a reference made by Central Government under Section 10 (1) (d) of Industrial Disputes Act, 1947 for adjudication. The reference is :—

“Whether the action of the management of Executive Engineer (Constn.) Southern Railway, Podanur in terminating the services of the workman viz. Sh. V.K. Vasudevan working under PWI/Palghat w.e.f. 3-7-84 without complying the provisions of the ID Act, 1947 & Indian Railway Establishment Manual is justified? If not, to what relief the concerned workman is entitled?”

2. The facts in brief are as follows :—

The workman Shri V.K. Vasudevan was a casual labourer of Southern Railway since 5-12-1983. His services were terminated on 2.7.1984. According to the workman no notice or pay in lieu of notice was given to him before termination. There were no allegations against him. The action of the management is unsustainable. Hence he claims reinstatement.

3. The management Railway filed written statement and additional written statement contending that the workman was engaged as a Project Casual Labourer on daily wage basis. He was retrenched along with 379 workmen on 2-7-1984 for want of work. At any rate the dispute raised and the claim made are stale and unsustainable. The workman had claimed before the Labour Court, Kozhikode

half-monthly payment for the period from 4.4.1984 to 16.9.1984. But even before the claim was made, the management had made ready his dues. He was late to approach the management and receive it. He again filed a petition before ALC(C), Ernakulam for temporary status for having completed 120 days' service. But in C.P. 46/89 before Labour Court, Kozhikode his temporary status was recognized and found by judgement dated 29-1-1987. Since the workman was engaged in project work he is not eligible for temporary status. It is in 1986 that project workers were granted temporary status on completion of certain number of days of continuous work. But the workman in this case was not eligible as he was not in service in 1986. Hence he was not eligible to get notice or compensation in lieu of notice. The workman has completed only 202 days of service. The reference is 'not maintainable' because the workman concerned was only a casual labourer. This court has no jurisdiction to decide the dispute. The claim for granting temporary status to casual labourers in Railway was introduced with retrospective effect from 1981 based on the decision of Hon'ble Supreme Court in *Indrapal Yadav & Ors. v. Union of India*. The project casual labourers will be eligible for scale wages on completion of 6 months of continuous service on or after 1-6-1974 and they will be eligible for temporary status on or after 1-1-1981 on completion of service of 360 days. As per the claim the workman has worked only 202 days in the project work and hence has not completed service of 360 days and hence not eligible for temporary status. Besides it can be done only as per Rules.

4. In the light of the above contentions the following points arise for consideration:

- (1) Is the reference maintainable?
- (2) Is the claim stale?
- (3) Is the workman entitled to get temporary status?
- (4) Is the termination of the service of the workman illegal?
- (5) Reliefs and costs.

The evidence consists of oral testimony of WW1 and documentary evidence of Exts. W1 & W2 on the side of union and Ext. M1 on the side of management.

5. Point No. 1

It is contended by the management that since Shri V.K. Vasudevan was only a casual labourer in the Railway who was neither regularized nor granted temporary status cannot raise an industrial dispute and approach this court. There is no force in the contention of the Railway. The cause of casual labourer is espoused by a union and it is not the workman who has come forward directly with the dispute. The workman is a member of a union which has raised the dispute. In order to take up the cause of an employee it is not even essential that he should be a member of a union. It is enough that a group of workers raise an

industrial dispute on behalf of the aggrieved worker. It is also not essential that the union of the same establishment should take up the cause of workers of that establishment. It can be done by another union belonging to the same industry but not necessarily the same establishment. This position is clarified in *Workmen v. M/s Dharampal* AIR 1960 SC 182. The trend of decision in interpreting Section 2(k) of I.D. Act has been liberal and not rigid. Since the cause of the workman in this case has been taken up by a union in which the workman is a member, the reference is perfectly sustainable and the contention of the Railway to the contrary is not acceptable. The point is answered accordingly.

6. Point No. 2

The workman was engaged as casual labourer on 5-12-1983. His services were dispensed with by the Railway on 2-7-1984. The reference in this case was made by the Central Government on 5-5-1995. Therefore it is contended by the Railway that the dispute raised after 10 years is too old to be entertained. It is difficult to accept the view of the management. The Limitation Act does not apply to the proceedings under Industrial Disputes Act. The position is clarified in *Ajaib Singh v. Sirhind Co-op. M.P.S.S. Ltd.* 1999 (2) L.L.N. 674 by the Hon'ble Supreme Court (paragraph 10 of the judgement). It is observed in clear and unequivocal terms that Limitation Act does not apply to the proceedings under I.D. Act and court cannot substitute what is not provided by the legislature. In *Indian Iron & Steel Co. Ltd. v. Prahlad Singh* 2000 (4) L.L.N. 1182 an employee who overstayed after leave was proceeded against through departmental enquiry and his service was terminated. An Industrial Dispute was raised after 13 years. The Industrial Tribunal refused to grant relief on the ground that there is a delay of 13 years in approaching the Court and that he was not entitled to get any relief. The Hon'ble Supreme Court observed in paragraph 11 of the judgment that depending upon the facts and circumstances of each case relief can be declined on the ground of delay and laches. However no observation was made with regard to application of Limitation Act in the judgment. As far as the present case is concerned, though the services of the workman was dispensed with on 2-7-1984 he had made a claim for temporary status prior to the reference. Ext. M1 is a petition to ALC (C), Ernakulam complaining about illegal termination and non-grant of temporary status despite continuous service for more than 120 days as casual labourer. Therefore ALC (C) was requested to arrange conciliation proceedings and solve the problem. In that petition it is also mentioned that the workman had written to the Railway about his grievance but there was no response. Ext. M1 is a letter dated 30-10-1991. This was marked at the time of evidence before the State Labour Court, Ernakulam. It appears that there is a mistake in marking the document on the side of management at the time of cross-examination of WW1. It is a document

produced by the union and should have been marked on the side of union. Whatever that be, the document Ext. M1 shows that the workman had claimed his temporary status and raised an industrial dispute before Railway and thereafter before the ALC(C) in 1991. Ext. W2 is an order in C.P. 46/89. It was a claim for wages for a period the workman could not perform duty due to injury sustained during duty (from 4.4.1984 to 16.5.1984). By order dated 23.12.1990 the claim was allowed. By the time the claim was allowed by the court the Railway had paid the amount to the workman. The wages paid for the period was calculated (half pay) on the basis of the scale of temporary railway servant and not of a casual labourer without temporary status. That is again another instance to show that the petitioner was claiming temporary status even in 1989. Thus it is not the first time in 1995, by way of a reference, that a dispute is raised. The delay is not 10 years or more as contended by the management. When Ext. W2 is taken into account the delay was not more than 5 years. However the representation to Railway is not produced. The Railway had not raised any plea of limitation or that the claim was stale in Ext. W2 proceedings. In the light of the Hon'ble Supreme Court's decision referred supra and in view of the circumstances revealed by the documents referred above, I find that the claim is not barred or has become too old or stale for consideration. The point is found against the management.

7. Point No. 3

It is an admitted case that the workman was engaged as casual labourer on 5-12-1983 and his service was terminated on 2-7-1984. More than a month during this period he was laid up with injury sustained during duty. Ext. W1 is the service card of the workman which shows that for a period of 172 days he had worked and from 10-4-1984 to 9-5-1984 he was laid up due to injuries sustained while on duty but treated it as on duty. The Railway admits that he had worked 202 days. But their case is that he was engaged in project work and not in open line work and hence as project casual worker he was not eligible to obtain temporary status. But according to the workman he was a casual labourer in open line work and not in project work. The Railway has not specified what type of work he was doing other than stating that he was in the project work and not in the open line work. The worker when he was examined (WW 1) stated both in the chief examination and cross-examination that the work he was doing was packing of metals in the railway track which was in use. His statement is :

"I was engaged in open line work
metal packing in railway track
pack material in railway track
Engaged in open line work"

There is no contra evidence to challenge this testimony of WW1. The Railway could have specified what was the project in which the worker was engaged. A sweeping statement in the written objection that the worker was engaged in project work is not sufficient. It is observed in *L. Robert D'souza v. Executive Engineer, S.Rly.* AIR 1982 SC 854 at para 20, that every construction work does not imply project. Project is co-related to planned projects in which the workman is treated as work-charged. A construction unit is a regular unit all over the Indian Railways. It is a permanent unit and cannot be equated to project. Since the casual employees in construction unit (open line) and project work are treated differently for the purpose of service benefits it is essential that the Railway specifies clearly the unit in which the worker in this case was engaged. But they rest content with a bare statement that it was in project work that the claimant was engaged. Whereas the worker describes the actual work he was doing and that was in the open line and not in project. Rule 2501 of Chapter XXV of Railway Establishment Manual (2nd Edition) 1968, deals with the definition of casual labour.

"2501. Definition :—

(a) Casual Labour refers to labour whose employment is seasonal, intermittent, sporadic or extends over short periods. Labour of this kind is normally recruited from the nearest available source. It is not liable to transfer, and the conditions applicable to permanent and temporary staff do not apply to such labour.

(b) The casual labour on railways should be employed only in the following types of cases, namely:—

- (i) **Staff paid from contingencies except those retained for more than six months continuously:**— Such of those persons who continue to do the same work for which they were engaged or other work of the same type for more than six months without a break will be treated as temporary after the expiry of the six months of continuous employment.
- (ii) Labour on projects, irrespective of duration, except those transferred from other temporary or permanent employment.
- (iii) Seasonal labour who are sanctioned for specific works of less than six months duration. If such labour is shifted from one work to another of the same type, e.g., relaying and the total continuous period of such work at any one time is more than six months duration, they should be treated as temporary after the expiry of six months of continuous employment. For the purpose of termination and the eligibility of labour to be treated as the criterion should be the period of continuous work put in by each individual labour on the same type of work and not the period put in

collection by any particular gang or group of labourers."

Casual labour who is engaged for more than six months without a break is treated as temporary. Subsequently the period of six months was reduced to 4 months which is made mention in the later edition of the Manual (1990). It is observed in Robert D'Souza's case referred supra in paragraph 11 as follows:—

"It is thus abundantly clear that if a person belonging to the category of casual labour employed in construction work other than work-charged projects renders six months' continuous service without a break, by the operation of statutory rule the person would be treated as temporary railway servant after the expiry of six months of continuous employment. It is equally true of even seasonal labour. Once the person acquired the status of temporary railway servant by operation of law, the conditions of his service would be governed as set out in Chapter XXIII."

The minimum days a casual worker in open line, has to work is 120 days. Ext. WI service card shows that he was in service from 5-12-1983 to 2-7-1984. But for the accident and the resultant indisposition from 10-4-1984 to 9-5-1984 there was no break in his service. Since the accident was in course of the employment he was eligible for wages and he was paid wages and therefore that period cannot be treated as a break in service. If that is also counted as contended by the Railway the workman had put in a continuous service of 202 days. In any case, whether the continuous service is considered as 180 days or 120 days, the workman is eligible to get temporary status. It is to be noted that the Railway by its decision dated 11-9-1986 had resolved to give temporary status also to project labourers who were in the service as on 1-1-1981 provided they had completed 360 days of continuous service.

8. In the light of the above decision and the Rules of Railway Establishment Manual I find that the workman has completed the minimum required days of continuous service as casual labourer in open line and therefore he is entitled to temporary status.

9. Point No. 4:

Once the workman attains temporary status he is entitled to the benefits due to a temporary railway servant mentioned in Chapter XXIII, Rule 2301 onwards. Rule 2302 provides that before terminating the service of casual labourers who have acquired temporary status, 14 days' notice or in lieu of notice payment of compensation for the period of notice has to be given. As per Rule 2303 and the remaining rules in Chapter XXIII, such workmen are entitled to scale wages and other benefits. Admittedly in this case no notice of termination was given to the workman or payment made in lieu of notice. Hence the termination is in violation of Rule 2302(1) & (2). Naturally the termination has to be found illegal. He

was also not given any benefits mentioned in Chapter XXIII. Hence the workman is entitled for reinstatement. Found accordingly.

10. Point No. (5): (See Award portion)

11. In the light of the findings recorded above, I find that the action of the management in terminating the services of the workman, Shri V.K. Vasudevan, is illegal and he is entitled to be reinstated as casual worker having temporary status, however without back wages in view of the long lapse of time, but with continuity of service. No costs. The award will take effect one month after its publication in the official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 30th day of August, 2006.

P. L. NORBERT, Presiding Officer

APPENDIX:

Witness for the Union:

WW1- V.K. Vasudevan

Witness for the Management:

Nil.

Exhibits for the Union:.

WI - Casual Labour Service Card in r/o V.K. Vasudevan

W2 - Certified Copy of Order dated 23-3-1990 in CP46/99 of the Labour Court, Kozhikode.

Exhibits for the Management:

M1 - Photostat copy of letter dated 30-10-1991 written by Shri V.K. Vasudevan to ALC (C), Ernakulam.

नई दिल्ली, 11 सितम्बर, 2006

का.आ. 3941.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस. सी. सी. एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (संदर्भ संख्या 95/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-9-2006 को प्राप्त हुआ था।

[सं. एल-22012/322/2003-आई आर(सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 11th September, 2006

S.O. 3941.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 95/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the management of M/s. Singareni Collieries Company Limited, and their workman, received by the Central Government on 11-9-2006.

[No. L-22012/322/2003-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
AT HYDERABAD

Present:

Shri T. Ramachandra Reddy, Presiding Officer

Dated the 23rd day of August, 2006

Industrial Dispute No. 95/2004

Between:

The Dy. General Secretary

(Sri V. Seetharamaiah),

Singareni Colliery Workers Union (AITUC),

Ramakrishnapur - 504301

.....Petitioner/Union

AND

The General Manager,

M/s. Singareni Collieries Co. Ltd.,

Sreerampur Division, Sreerampur - 504302.

.....Respondent

APPEARANCES:

For the Petitioner : M/s. M. Surender Rao, M. Srinivasa Rao, M. Vasudeva Rao & Y. Prasanna Kumar, Advocates

For the Respondent : M/s. K. Srinivasa Murthy, V. Umadevi & Praveen Kumar, Advocates

AWARD

The Government of India, Ministry of Labour by its order No. L-22012/322/2003-IR(C-II) dated 29-6-2004 referred the following dispute under Section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Singareni Collieries Co. Ltd. and their workman. The reference is,

SCHEDULE

"Whether the action of the General Manager, M/s. Singareni Collieries Co. Ltd., Sreerampur Division in reducing wages from Cat. IV in respect of Sri Panuganti Yacoob, Trammer, SRP-2 Inc, Sreerampur Division is legal and justified? If not, to what relief the workman is entitled?"

The reference is numbered in this Tribunal as I.D. No. 95/2004 and notices were issued to the parties.

2. Petitioner called absent. Respondent's Advocate represented that the Petitioner is not attending the Tribunal or prosecuting the case since long time and did not file claim statement and documents. In view of the circumstances that the Petitioner is not prosecuting the case and there is no representation since long time. Hence, a 'Nil' Award is passed. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected by me on this the 23rd day of August, 2006.

T. RAMACHANDRA REDDY, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner

NIL

Witnesses examined for the
Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 11 सितम्बर, 2006

का.आ. 3942.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, चंडीगढ़ के पंचाट (संदर्भ संख्या 1198/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-9-2006 को प्राप्त हुआ था।

[सं. एल-22012/421/2004-आई आर(सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 11th September, 2006

S.O. 3942.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1198/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Chandigarh as shown in the Annexure in the Industrial Dispute between the management of Food Corporation of India, and their workman, received by the Central Government on 11-9-2006.

[No. L-22012/421/2004-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-II,
CHANDIGARH

Presiding Officer: Shri Kuldip Singh

Case No. I. D. No. 1198/2005.

Registered on 3-10-2005. Date of Decision
24-08-2006.

Shri Mithu Singh C/o Amarjit Singh Jattan & Shri Sanjeev Kumar Bawa, Authorised Representative R/o H. No. 2782, Phase-7, Mohali, Distt. Ropar

.....Petitioner

Versus

The District Manager, Food Corporation of India,
District Sangrur (Punjab)

.....Respondent

APPEARANCE:

For the Workman : Mr. S. K. Dadwal

For the Management : Mr. N.K Zakhmi, Advocate.

AWARD

The workman is not present. Management appears through Counsel.

On the last date of hearing, it was stated that the workman has expired. So far nobody has come forward to claim himself to be the Legal Representative of the deceased workman and with a prayer to substitute the LR's of the deceased workman in the present case. Therefore, there is none present on behalf of the workman nor his case is before the Tribunal. It is also to be noted that right from the day the reference was received the workman never appeared in person nor filed his Claim Petition. Thus, there is nothing on record to show that the workman was appointed as Beldar by the Management and that the Management terminated his services w.e.f. October 1992, and the said order of termination was illegal and unjustified. In view of this position the workman is not entitled to any relief. The reference is answered against him. Let a copy of this award be sent to the appropriate govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 12 सितम्बर, 2006

का.आ 3943.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डाक विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, श्रम न्यायालय नं. 2, चंडीगढ़ के पंचाट (संदर्भ संख्या 586/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-9-2006 को प्राप्त हुआ था।

[सं. एल-40012/205/94-आई आर(डी यू)]
सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 12th September, 2006

S.O. 3943.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 586/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Post and their workman, which was received by the Central Government on 12-9-2006.

[No. L-40012/205/94-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT-II CHANDIGARH

SHRI KULDIP SINGH, Presiding Officer

Case No. I. D. No 586/2k5

Registered on 23-08-2005

Date of Decision 24-08-2006.

Shri Arvinder Singh S/o Late Shri Resham Singh,
House No. 433, Mohalla Karaba, Near New Sabji Mandi,
Ludhiana-141008

...Petitioner

Versus

The Senior Superintendent of post offices, Ferozepur
Road, Ludhiana

...Respondent

APPEARANCE:

For the Workman : Sh. B. N. Sehgal

For the Management : Sh. K. K. Thakur, Advocate

AWARD

The Government of India vide their notification No. L-40012/205/94 dated 6th Feb., 1996 referred the following matter for the adjudication of this Tribunal:

"Whether the action of the Management of Superintendent of Post Offices in terminating the services of Shri Arvinder Singh is fair, just and legal? If not, to what relief the workman is entitled to?"

The notice of the notification was given to the parties. The workman appeared in person and filed his Claim Statement. Management appeared through their Assistant Superintendent, Dalbir Singh and later on through their Counsel, Shri K.K. Thakur. Management filed the Written Statement to which the workman filed the rejoinder and his affidavit. The Management filed the affidavit of Shri Kemarajuma Khan Senior Superintendent of Post Offices, Ludhiana, as their witness. They also filed the affidavit of Shri Amarjit Singh Sekhon, ASP, in support of their claim. The workman appeared as a witness whereas the Management examined Shri Amarjit Singh, ASP as their witness.

The claim of the workman is that, on his request in writing, he was appointed as Extra Departmental Delivery Agent (EDDA) by the Assistant Superintendent of Post Offices, Ludhiana on 16th March, 1991 and was posted at Central Office, Ludhiana, on a monthly salary of Rs. 702.50. His services were terminated by the same authority on 7th April, 1993 under order No. 93 dated 19th March, 1993. He filed an appeal against the order, to the Post Master General, Chandigarh but without any result; that the order of termination of his services was wrong, arbitrary and unfair since the Management neither issued any notice nor paid notice pay and retrenchment compensation; that the Management retained the juniors of the workman in service in the same category whereas disengaged him in violation of provision of Sec. 25-F, G and H of Industrial Dispute Act, 1947, for short to be referred as Act; that the workman was neither charge sheeted nor any inquiry was held against him. Thus the termination of services of the workman is bad in law. He has prayed for, declaring the order of termination of his services as bad in law and for an order to reinstate him on the post he was working, with full back wages and all the service benefits as if he continued in services till date.

The Management in their Written Statement denied the claim of the workman and stated that neither the workman had applied for appointment nor he was given the letter of appointment as is claimed. He had rather worked as a substitute for Smt. Aman Jyoti EDS/BCPO, who was posted as officiating Group D official against the vacant post. The engagement was purely oral and for a fixed period; that when Smt. Aman Jyoti was appointed as Group D employee on regular basis, the post of EDS/BCPO fell vacant, for the filling of the same, on the regular basis, the process was initiated. Employment Exchange, Ludhiana sponsored six candidates out of which one Narinder Singh Sikha was selected whereupon the services of the workman were discontinued w.e.f. 7th April, 1993; that since the appointment of the workman was as a substitute and temporary, therefore, his services could be terminated at any time.

Denying that any junior of the workman was retained in services or fresh appointment was made by it is stated by the Management that no notice was required to be issued the workman as he was engaged on temporary basis, as a substitute and his services were disengaged on the appointment of a regular employee on the post. He was, therefore, not entitled to any compensation nor he is entitled to the relief under Sec. 25-F G&H of the Act.

The workman in his statement recorded on 23rd Dec., 2002 admitted the contents of his affidavit, Exhibit W-1 and stated that he had not applied for the post of EDDA, but claimed that his engagement was not for specific period. He further stated that the order regarding his engagement was recorded in the order book; that he was assured by the Department that he will be engaged elsewhere. He denied the knowledge that he was engaged as a substitute of Smt. Aman Jyoti or that, who was engaged in his place. He admitted that the employment exchange had not sponsored his name.

The witness of the Management, Mr. Amarjit Singh Sekhon, in his statement deposed that the facts stated by him in his affidavit MW -1 are correct. He admitted that the workman was engaged as a substitute for Aman Jyoti, EDA, who had been asked to work on a regular Group D vacancy, therefore, the engagement of the workman was stop gap arrangement by oral orders. Admitting that the workman had served the Management from 16th March, 1991 till 7th April, 1993, he stated that no order of termination was issued to the workman. He was not paid any compensation nor he was given any notice. He also denied the knowledge that any other EDA was working, or that the seniority list of the EDAs was prepared by the Department. He admitted that no notice was given to the workman for his termination from the post of EDA. He also denied the knowledge that the juniors of the workman were retained in services, whereas the services of the workman were terminated. Admitting the contents of document Mark-A it is stated by him that the individuals standing at Serial No.58 to 60 were retained in

service since they were regular employees and thus person named in Mark-A were not similarly placed like the workman.

On further Cross-Examination he stated that the list Mark 'A' is correct as per the record and the same was exhibited as MW 1/1. According to that the workman was appointed on 25th Nov., 1992 and before that he had worked as a substitute for Aman Jyoti who was relieved on 16th March, 1991 and was absorbed as a regular employee on 25th Nov., 1992. He further admitted that the workman was not given any letter of appointment showing him to be a substitute for Aman Jyoti. He further admitted that the department had engaged EDS/BCPO (EDS) after the disengagement of workman, through Employment Exchange. He admitted that the workman was not called the Management, as the recruitment was to be done through Employment Exchange.

I have gone through the file and have also considered the submissions made by the Counsel for the parties, both oral and in writing.

The facts, which have emerged from the pleadings of the parties and their evidence, are that, on the adjustment of Smt. Aman Jyoti against a regular post of Group D, the workman was engaged as EDDA (Extra Departmental Delivery Agent) on 16th March, 1999. He continuously kept on serving the department upto 7th April, 1993, in that capacity. His services were disengaged without any notice or notice pay. It is also admitted by the Management that he was not paid any retrenchment compensation. The Management has also admitted that they had retained similarly placed persons at the time of disengagement of the workman but for the reason that they were regular employees. The Management has also admitted that after the disengagement of the workman, fresh hands were recruited but through Employment Exchange. There is also no dispute that the workman had continuously worked from 16th March, 1991 to 7th April, 1993, so he served the department for more than 240 days in any case. The plea of the Management is that since the workman was engaged without following the procedure prescribed for the recruitment, in the department, so his services were disengaged on the joining of a regularly selected/appointed, candidate. Their case is that since the appointment of the workman was not a regular one, therefore, there was no requirement of giving him the notice or paying him the retrenchment compensation. According to them, after the predecessor of the workman, Aman Jyoti was finally adjusted against the regular post, the process of recruitment, on the post, held by the workman started and the Management appointed the successor of the workman after following the procedure, therefore, the workman cannot have a grievance as he was neither sponsored by the Employment Exchange nor he was selected for the post.

As per the statement of claim the grievance of the workman is that the Management while terminating the services of workman did not follow the provisions of the

Act. They violated the mandate of Sec. 25-F G&H of the Act as no notice was given to the workman, before disengaging him from the job. He was doing for over 240 days. The plea of the Management does not come in the way of the claim of the workman since the workman is not claiming regularization on the post. It is also not his claim that in the face of regularly recruited candidate he had a right to hold the post in the absence of his consideration by the competent authority for regular appointment. As stated earlier the Management has not disputed that the workman performed his duty as EDDA from 16th March, 1991 to 7th April, 1993. Thus the workman performed his duties for more than for 2 years and in no case less than 240 days. Therefore, before disengaging him from service, he was entitled to the benefits of Sec. 25-F of the Act. In other words he was entitled to one month's notice indicating the reasons for his retrenchment from service or in the alternative wages for the notice period. He was also entitled for retrenchment compensation equivalent to 15 days average salary for every completed year of his service and for any part thereof in excess of six months. The Management was also under an obligation to serve a notice upon the appropriate govt. or on the authority so prescribed by them, stating the intention of the Management to disengage the services of the workman. As per record nothing such was done by the Management in this case.

The plea of the Management is that the engagement of the workman was by an oral order and the same was for a specified period and for the specified contingency. The Management has, however, failed to produce any evidence to show that the engagement of the workman was for a specified period or for a specified contingency. No order of appointment of the workman has been produced by the parties. The Management has not denied the working of the workman for the period claimed by him. The engagement of workman against the post, having fallen vacant on the adjustment of Ms. Aman Jyoti against a regular post of Group D does not show that the engagement of workman was for a specified period or contingency. On the regular adjustment of Ms. Aman Jyoti, the Management appointed a regular employee on that post. This belies the claim of the Management that the engagement of the workman was for a specified period or for a specified contingency. Assuming without admitting at that the workman had been engaged against the post which was for a specified period, yet once the workman completed 240 days it was required of the Management to have given him notice from such date his services will no more be required by the Management and for what reasons the, Management did not do that, therefore, they violated the provisions of Sec.25-F of the Act.

There is also no weight in the submission of the Management that since the engagement of the workman was not regular, therefore, he was not entitled to any notice or retrenchment compensation as per the provision of the

Act. This submission is not correct as the law does not distinguish between a regular and a temporary employee. The grounds which can entitle the workman, the benefit of 25-F of the Act is his having served the Management for 240 days, in a year preceding the date of his disengagement and the workman had fulfilled that requirement, therefore, he was entitled to the benefit under Sec. 25-F of the Act.

After the consideration of the facts and circumstances of the case as are brought on record in this case, I am of the opinion that the action of the Management, Superintendent of Post Offices, Ludhiana, in terminating the services of Shri Arvinder Singh, workman without following the provisions of Sec.25-F of the Act was not fair, just and legal. Therefore, the disengagement of the workman w.e.f 7th April, 1993 was bad in law. The same is, therefore, quashed.

The next question which comes for consideration is as to what relief the workman is entitled to. Since the disengagement of the workman has been held to be bad in law, therefore, he is deemed to be in service till date as if there was no order of termination of his services. He will, therefore, be entitled to all service benefits. As regards the payment of back wages I find that the workman in his Claim Petition/stated that he could not secure any employment after his disengagement despite his best efforts, but when it came to statement on oath, he did not make any mention about his having remained without work although this period. In his statement, before this Court also, he did not utter even a single word in this regard nor produced any evidence in support of this claim. Therefore, it has to be presumed that he remained gainfully engaged during this period, may not be earning as much as he was earning while in the service of the Management. Otherwise he would have not followed his case all these thirteen years. Keeping all these circumstances in mind, I hold that the workman shall be entitled only to back wages only to the extent of 25% of what he would have got what for the action of the Management to disengage him from service. For all these reasons the award is passed in favour of the workman and against the Management. The Management is directed to take back the workman in service immediately and also pay him the back wages within the period of three months from the date the award becomes enforceable, failing which the workman shall also be as entitled to the interest at rate of 9% p.a. Let a copy of this award be sent to the appropriate Govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 12 सितम्बर, 2006

का.आ. 3944.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. II, चंडीगढ़ के पंचाट (संदर्भ संख्या

592/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-9-2006 को प्राप्त हुआ था।

[सं. एल-40012/348/2000-आई आर(डी यू)]

सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 12th September, 2006

S.O. 3944.— In Pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 592/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. II, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Department and their workman, which was received by the Central Government on 12-9-2006.

[No. L-40012/348/2000-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II CHANDIGARH

SHRI KULDIP SINGH, Presiding Officer

Case No. I. D. No 592/2k5.

Registered on 23-08-2005

Date of Decision 24-08-2006.

Shri Hira Lal C/o Shri R. K. Sharma, House No. 372,
Sector-20-A Chandigarh-160001

...Petitioner

Versus

The Chief General Manager, Telecom,
Punjab Circle, Sector-34, Chandigarh

...Respondent

APPEARANCE:

For the Workman : Mr. Om Parkash Singh

For the Management : Mr. G.C Babbar Advocate.

AWARD

The workman is not present. Management appears through Counsel.

The record of the file shows that the workman never appeared in this Court after the case was transferred. Before the earlier Tribunal also the workman did not appear in person and he was represented by his different representatives. A number of notices were issued to the workman including on the address given in the reference even by R/Cs. The notices were received back unserved. The Court finally issued fresh notice to him under R/C on the address given by him in the statement of claim. The notice was sent under R/C on 8th June, 2006, under Postal Receipt No. 0545. More than two months have gone by, but neither the workman has appeared nor the R/C containing the notice has been received back. This shows that the notice has been served upon the workman, but he has chosen not to appear in the case. Otherwise also being the resident of this city he should have come to inquire

about the date of his case but he has not done so and that shows that he has lost interest in this case.

The appropriate Govt. referred to this Tribunal the dispute and desired to know whether the action of the Chief General Manager, Telecom, Punjab Circle, Chandigarh and Principal General Manager, Telecom, Chandigarh in disengaging the workman, engaged through the Contractors M/s Gupta w.e.f 27th Feb., 1999, was just and legal, and if not to what relief the workman was entitled to.

The workman filed his claim petition by which he stated that he was appointed as a Peon by the Management on 1st January, 1997, and his services were terminated on 27th February, 1999, by the Management without any notice or compensation; that though the engagement of the workman was shown to be through the Contractor, but the same was a sham transaction; that the workman had served the Management for 240 days, but the Management, in violation of provisions of Sec.25-F of the Industrial Disputes Act, hereinafter to be referred as Act. They further violated the provisions of the Act by not regularizing his services even when the Govt. had sanctioned five hundred posts for Punjab Circle. They also did not provide opportunity to the workman for re-employment and thus they violated the provisions of Sec. 25 H&T of the Act.

The Management filed their reply by which they denied the claim of the workman and stated that the workman was neither appointed by them nor they terminated his services. They also did not maintain his service record. According to them a person engaged on contract does not get the right to be regularized; that it was a contractor who was providing the work force to the Management. They have denied the other claims made by the workman and stated that they have not violated the provisions of the Act. They have also submitted a copy of the reply to the demand notices. The Management has also placed on record photocopies of the agreement by which they had engaged the contractor for the supply of the work force. Thus the Management has categorically denied the claim of the workman as made out by him in the statement of claim and the rejoinder.

I find that though the workman filed his affidavit but he did not come to the witness box to prove the said affidavit. He has also not produced any evidence in support of his claim. As is stated earlier he has never appeared in the Tribunal to support his claim. I, therefore, find no evidence on record to show that the workman was engaged by the Management and it is they who had terminated his services without following the mandate of law. The workman has, therefore, failed to show that his services were terminated by the Management without following the provisions of law.

In view of the discussion made above, I do not find any evidence placed on record in support of the claim of the workman. He is, therefore, entitled to no relief. The award is passed against him. Let a copy of this award be

sent to the appropriate govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 12 सितम्बर, 2006

क्र.आ. 3945.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. II, चंडीगढ़ के पंचाट (संदर्भ संख्या 811/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-9-2006 को प्राप्त हुआ था।

[सं. एल-40012/170/99-आई आर(डी यू)]

सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 12th September, 2006

S.O. 3945.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 811/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. II, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Department and their workman, which was received by the Central Government on 12-9-2006.

[No. L-40012/170/99-IR(DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT-II, CHANDIGARH

Presiding Officer : SHRI KUL DID SINGH

Case No. I. D. No. 811/2k5

Registered on 1-12-1999

Date of Decision 2-5-2006

Rajinder Pal Bhatti, C/o The President, Telecom/Labour Union, Mohalla Hari Nagar, Lal Singh Basti Road, Bhatinda (Punjab)

—Petitioner

Versus

Ministry of Communication D/o Telecom,
Sanchar Bhawan, New Delhi

—Respondent

APPEARANCES

For the Workman : N. K Jeet

For the Management : Mr. G. C. Babbbar, Advocate.

AWARD

The workman continues to be absent. The Management is also not present today. The perusal of the record shows that the workman did not appear in this Court on 7th October, 2005 and 3rd Feb., 2006. Thereafter notice to him was issued under R/C vide dispatch No. 2024 dated 4th Jan., 2006 and postal receipt No. 72. He was directed to appear in the case on 20th Feb., 2006. The

workman did not appear on the date fixed nor the notice issued to him under R/C was received back till the date fixed. The Court further showed indulgence and waited for the parties till today, but neither of the party is present. Since the notice to the workman under R/C was not received back even after the expiry of the statutory period, it has given rise to the presumption that the notice to the workman has been served upon him; and that he is not present despite due service. The Court is satisfied that the workman is not interested in prosecuting his case, therefore, the case is being decided in the absence of the parties. The Govt. of India vide their notification No. L-40012/170/99/IR(DU) dated 21-10-1999 referred the following matter for the adjudication of this tribunal:

"Whether the action of the Management of General Manager, Telecom, Bhatinda in terminating the services of Sh. Rajinder Pal Bhatti is just and legal. If not, to what relief the workman is entitled to and from which date?"

On getting notice of reference the parties appeared through their representative. The workman filed statement of claim to which Management filed the reply. The workman filed his affidavit and the management filed the affidavit of Shri V. K Sharma, their Divisional Engineer, Legal, Bhatinda. The case was at the stage of evidence of the workman when it was transferred to this Court. The workman has not cooperated in the trial of this case. From his conduct it appear that he is not interested that the case is taken to its logic end. Except the pleading of the parties and their affidavits, there is nothing on record to support the claim of the workman. I do not find any evidence to decide whether the workman had worked for the Management and that the Management terminated the services of the workman without following the due process of law. The claim of the workman is that he had served the Management as Clerk; D.T.O office, Bhatinda from 7-03-1996 to 31-12-1996 on a salary of Rupees 2140/-p.m; that the termination of services of the workman was illegal; that the Management retained juniors of workman in service and appointed fresh hands. The Management has denied the claim of the workman by filing reply to the claim petition and have supported their case with the affidavit of their Divisional Engineer, Shri J.N. Batta.

There is no doubt that the workman has supported his case with his own affidavit, but a fact remains that the Management did not have the opportunity to cross-examine the workman. The statement of claim filed by the workman, therefore, has not been tested on the touchstone of the cross-examination. Therefore, the same cannot be made basis for deciding the case on merit. Same can be said about the evidence of Management.

After going the record available on the file, I am of the opinion that there is nothing on record to show that the workman Rajinder Pal Bhatti had served the Management and he was disengaged from the service

Management and he was disengaged from the service without any justification. By no stretch of argument it cannot be said that the termination of services of the workman was unjust and illegal. Since the workman has failed to prove his case, therefore, I am of the opinion that he is not entitled to any relief. This reference is answered in these words. Let a copy of this award be sent to the appropriate Government for necessary action and the file be consigned to record after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 12 सितम्बर, 2006

का.आ 3946.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डायरेक्टर, पोस्टल सर्विसेस के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. II, चंडीगढ़ के पंचाट (संदर्भ संख्या 608/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-9-2006 को प्राप्त हुआ था।

[सं. एल-40012/68/2002-आई आर(डी यू)]

सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 12th September, 2006

S.O. 3946.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 608/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Director, Postal Services and their workman, which was received by the Central Government on 12-9-2006.

[No. L-40012/68/2000-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**CENTRAL GOVT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II, CHANDIGARH**
Presiding Officer : Shri Kuldip Singh

Case No. I. D. No 608/2k5.

Registered on 24-08-2005

Date of Decision 24-08-2006.

Shri Piar Chand, R/o Village and Post Office Kathog,
Tehsil Dehra, Distt. Kangra

Petitioner

Versus

The Director, Postal Services, Himachal Pradesh Circle,
Shimla (Himachal Pradesh)-170009

Respondent

APPEARANCES

For the Workman : Mr. Sanjeev Sharma, Advocate
Management : Sh. R. T Sharma, Office Asstt.

AWARD

The workman continues to be absent. It has already come on record that the workman has expired. The Management has placed on record a photo copy of the death certificate of the deceased. They have also produced a photo copy of a letter written by Assistant District Attorney, Dehra, Distt. Kangra, H.P which reads that the case against the deceased workman, pending before the judicial Magistrate first Class-II, Dehra was dropped since the accused was dead. So far nobody has come forward to claim substitution to the deceased workman being his Legal Representatives. It is in these circumstances the case is being disposed of in the absence of the deceased workman or legal representatives.

The workman is not present since he is no more alive. The Govt. of India vide their notification No.L-40012/68/2002-IR(DU) dated 5th Sep., 2002 desired to know whether the action of the Director Postal Services, Himachal Pradesh Circle Shimla(H.P) in terminating the services of Shri Piar Chand, ED BPM, was just and legal and if not, to what relief the workman is entitled to. The record of the file shows that the notice of the reference was given to the parties, but the workman never appeared in person nor he filed his claim petition, right from the year 2003 till date. Therefore, the case of the workman is not before this Tribunal. On record, I do not find any evidence to show that the workman was engaged by the Management and his services were terminated by them illegally. There is rather no evidence even to show that the workman remained in the employment of the Management during the period claimed. Thus the workman is not entitled to any relief. As such the reference is answered against him holding that he is not entitled to any relief. Let a copy of this award be sent to the appropriate Govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 12 सितम्बर, 2006

का.आ 3947.—औद्योगिक विवाद अधिनियम, 1947 (1947का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. II, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-2/116 ऑफ 2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-9-2006 को प्राप्त हुआ था।

[सं. एल-40042/187/2001 आई आर(डी यू)]

सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 12th September, 2006

S.O. 3947.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/116 of 2001) of the Central Government Industrial Tribunal-cum-Labour Court, No. II, Mumbai as shown in the

Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 12-9-2006.

[No. L-40012/187/2001-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. II, MUMBAI

PRESENT :

Presiding Officer : A. A. LAD,

Reference : CGIT-2/116 of 2001

Employers in Relation to the Management of Telecom-BSNL
General Manager,
Telecom, BSNL,
Nashik.

AND

Their Workmen

Prakash Roopchand Patil,
C/o. Ratlam K Namkin,
J-101, MIDC, Jalgaon.

APPEARANCE :

For the Employer : Shri Vinay S. Masurkar
with Ms. Prerana C. Janvekar
Advocates.

For the Workman : Mr. M. B. Anchan, Advocate.

Date of reserving Award: 22nd May, 2006

Date of passing of Award: 12th June, 2006.

AWARD

The matrix of the facts as culled out from the proceeding are as under:

1. This reference was sent by the Desk Officer to the Government of India, Ministry of Labour, by its Order No. L-40012/187/2001/IR(DU) dated 30th August, 2001 in exercise of powers conferred by Clause (d) of sub-section(1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947, to this Tribunal for adjudication :

“Whether the action of the management of General Manager, Telecom, Bharat Sanchar Nigam Limited, Nashik in not reinstating Sh. Prakash R. Patil, Casual Labourer w.e.f. 01-05-87 is legal and justified? If not, what relief the workman is entitled to?”

2. To substantiate the subject matter referred in the schedule 2nd Party, Prakash Rupchand Patil, filed statement of claim at Exhibit 10, stating that, the Workman was taken as a casual labourer and worked for 30 days in June, 1984 at Jalgaon under the S.D.O. Phone at Jalgaon and that on the basis of the experience in the Department of Telecom engaged him and continued him from 9th May, 1985 to 1st April, 1987. According to 2nd Party Workman he worked

for 545 days continuously from 9th May, 1985 to 1st April, 1987 and acquired deeming status as a permanent employee and by the said status he is entitled to get protection of Industrial Disputes Act. However, the said protection was not extended to him by the 1st Party while asking him not to report on duty. According to 2nd Party Workman action, taken by the 1st Party in not permitting him to report on duty with effect from 1st May, 1987 is not just and proper. So it is prayed that, the said order dated 1st May, 1987 be set aside and direct the 1st Party to reinstate 2nd Party Workman with benefits of back wages and continuity of service.

3. This claim of the Second Party Workman is disputed by the 1st Party by filing written statement at Exhibit 14 stating that, the claim made by the Second Party regarding action taken against him dated 1st May, 1987, is not tenable, and was preferred after a lapse of 13 years. No explanation is given by the 2nd Party Workman as to why he was late in making the reference. Actually he was taken as a casual labourer, work was given to him as and when it was available. There is no employee or employer relationships. The provisions of Industrial Disputes Act, 1947 does not apply to him. He does not come under the definition of "workman" since Second Party was not employee of the 1st Party as per definition of Industrial Disputes Act, 1947 1st Party is not bound to follow the procedure of provisions of Section 25(f) of the Industrial Disputes Act, 1947. Besides he was absent from 25th February, 1986 to 30th April, 1986. He did not intimate regarding his absensee and cause behind his absensee. Just he was informed by letter dated 1st May, 1987 that, he cannot be accommodated, which does not mean that, he is entitled to get benefit. The various correspondence made by the 1st Party are not challenge and he kept silent for 13 years. Now, he cannot pray for reinstatement as prayed by making reference. So it is submitted that, prayer made by the Second Party deserves to be dismissed.

4. In view of the above pleadings my Ld. Predecessor framed Issues at Exhibit 18, out of those, Issues 1 and 2 were deleted and remaining kept Issues are answered by me as follows :

Issues	Findings
3. Whether Management proves that Reference suffers from delay and latches?	Yes
4. Whether the action of the Management in not reinstating Patil Casual Labourer w.e.f. 1-5-87 is legal and justified?	Yes
5. If not what relief he is entitled?	As per order below.

REASONS:

Issues Nos. 3 & 4:

5. By making reference of the letter dated 1st May,

from reporting on duty. He made out the case that, he worked for more than 240 days and acquired status of employee. As per that he is entitled to benefit of Section 25(f) of Industrial Disputes Act, 1947 while issuing notice dated 1st May, 1987. Notice of one month or salary of one month in lieu of notice was not offered. Even retrenchment compensation was not given. According to him, said restriction put on him by letter dated 1st May, 1987 is not legal and justified. Whereas case of the 1st Party is that, 2nd Party Prakash Patil was engaged by it as a casual worker. Work was provided to him as and when available. He did not apply for permanent job. Even appointment was not given to him of permanent type. For few periods he worked with 1st Party and then remain absent without any reason. Letter dated 1st May 1987 is challenged by him after 13 years which does not permit him to do so and claim benefits against the 1st Party.

6. To prove that 2nd Party placed reliance on his depositions recorded in the form of affidavit at Exhibit 19, wherein he narrated the above story. He was cross-examined by 1st Party's Advocate where he admits that alongwith him 4 others were also removed by letter dated 1-5-1987 and were asked not to report on duty. He admits that, work was given to him intermittently. He admits that other workers who were removed with him are not taken in the employment by the 1st Party. He admits that, he challenged said letter dated 1st May, 1987 in August, 2000 by approaching ALC@, Central Government. Whereas 1st Party placed reliance on the evidence of J.P. Daivadnya in the form of his affidavit filed at Exhibit 27, who was cross examined by 2nd Party's Advocate. However, this reveals that, witness has no personal knowledge regarding working tenure of the 2nd Party Workman. Lastly both made written submissions i.e., by 2nd Party at Exhibit 29 and 1st Party at Exhibit 33.

7. Perused the evidence and the arguments advanced by both. It is a matter of record that, after 13 years the 2nd Party approached LAC, Central Government. It is a matter of record that, no reason was given by him as to why he was late in approaching L.A.C., Central Government. It is a matter of record that, he was casual worker and worked periodically with the 1st Party with gaps, from 1-6-1984 to 30-6-1984 and then from 9-5-1985 to 30-4-1987. There is no evidence to show that, what he did in between 30-6-1984 to 9-5-1985. Case was made out by the 1st Party that, he was absent from his work which was provided to him, without any explanation from 25-2-1986 to 30-4-1986. However, nothing is stated by the 2nd Party about that absensee.

8. If we read the case made out by both we find that, 2nd Party Patil was not permanent employee of the 1st Party. He was not getting benefits of the permanent employee. He worked with 1st Party periodically. The case of the 1st Party is that, he was temporary labourer of it and on that nothing is stated by the 2nd Party Workman. Besides when he remained absent without any explanation

and or without assigning any reason and in any case he kept mum for 13 years by not making reference regarding his so called retrenchment, question arises as to whether he was interested in the work of 1st Party?

9. 1st Party placed its had on judgment of Apex Court published in SC Cases Vol 24 p.266 while deciding case of Management of M/s. Indian Iron & Steel Co. Ltd. vs. Prahalad Singh, it is observed that, the finding given by the Labour Court holding claim made by Workman at a late stage which is fact finding decision, cannot be interfered by The High Court. In the said matter (supra) Respondent approached after about 13 years as happened in the instant case from the date of his termination which was too stale to grant any relief. In the case at hand also, period of 13 years as happened in the above referred case (supra) occurred. In the said case (supra) claim was treated as too stale to grant any relief. Even ratio of Apex Court, published in (2000) 2 SC Cases p.455, while deciding case of Nedungadi Bank Ltd. V/s. K.P. Madhavankutty & Ors. same approach is taken by Apex Court observing that, in such case relief cannot be given to the employee. Citation published in (1998) 5 SC Cases p.635 Apex Court while deciding the case of Municipal Committee Tauru V/s. Harpal Singh and anr. observed that, inconsistency in claim cannot be the ground to deny the claim of the employee.

10. So if we consider all this coupled with the case made out by both and considering the admitted position that, the grievance was made by the 2nd Party after 13 years that too when he was a temporary employee of the 1st Party does not permit him to claim anything more than he got as his claim is too stale to consider it. So I answer above Issues to that effect, and pass the following order:

ORDER

- (a) Reference is rejected,
- (b) In the circumstances there is no order as to its costs.

Mumbai
12th June, 2006.

Presiding Officer : A. A. LAD

नई दिल्ली, 12 सितम्बर, 2006

का.आ 3948.—औद्योगिक विवाद अधिनियम, 1947 (1947का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ब्रिगेडियर, सब एरिया, देहरादून कैण्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय लखनऊ के पंचाट (संदर्भ संख्या 104/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-9-2006 को प्राप्त हुआ था।

[सं. एल-14012/6/2002-आई आर(डी यू)]

सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 12th September, 2006

S.O. 3948.— In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the award (Ref. No. 104/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Brigadier, Sub Area, Dehradun Cantt and their workman, which was received by the Central Government on 12-9-2006.

[No. L-14012/6/2002-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT LUCKNOW

PRESENT

SHRIKANT SHUKLA

PRESIDING OFFICER

I.D. NO. 104/2002

Ref. No. L-14012/6/2002-IR (DU) Dated 21-5-2002

Between

Sri Ram Bihari
S/o She Nanhu Ram Parva Post Mismaw,
Barabanki
Change address :
Ram Bihari Pal
Kripa Ram Soore, Osal Bhatta
P.O. Clement Town, Room No. 129
Dehradun

AND

The Brigadier
Sub Area, Dehradun Cantt.
Dehradun

AWARD

The Government of India, Ministry of Labour, New Delhi referred the following dispute for adjudication to presiding Officer, CGIT-cum- Labour Lucknow vide No. L-14012/6/2002-IR (DU) dated 21-5-2002;

“Whether the Action of the management of Brigadier, Sub Area Dehradun Cantt in terminating the services of Sri Ram Bihari S/o Sh. Nanhuram Mali w.e.f. 3-3-2001 is just and Legal? If not, to what relief the workman is entitled?”

Worker's case is that he worked on the permanent post of Civilian Gardner in Sub Area, Dehradun Cantt. Dehradun for 10 years continuously but abruptly the opposite party Brigadier Sub Area, Dehradun illegally terminated his services on 3-3-2001 without giving him any notice compensation etc. and thus the opposite party violated the provision of section 25 F & G of the I.D. Act. Worker has therefore prayed that he be reinstated with all benefits including back wages.

The opposite party has filed written statement through Col. G. S. Head Office, Uttranchal Sub Area denying the claim of the worker. The opposite party has denied that the worker was terminated instead has been

alleged that the worker himself stopped coming to work since 4-2-2001 without prior information. It is also submitted that the worker was employed as casual labour on daily wages for the maintenance and upkeep of premises of opposite party in which small patches of garden also existed. It is alleged that worker was irregular and casual in this work and frequently remained absent without prior permission/information and from 4.2.2001 onwards and remained absent for more than a month without any permission and authority. It is also alleged that the worker was earlier verbally warned many times to be punctual and careful in his work. The casual labour was not required to show cause notice but following the principles of natural justice show cause notice was issued to the worker on 7-3-2001 as to why his services should not be terminated for his absence without any information/permission from 4-2-2001. The worker did not submit any reply to said show cause notice nor presented himself before enquiry. The enquiry report was submitted on 24-3-2001 and ultimately on 28-3-2001 a termination letter was issued to the worker. The issue of such notice or holding of an enquiry does not create any right of lien to the post nor the worker can claim to be treated as a regular employee. It is submitted that there was no sanction post of Gardner/Mali at that relevant period. The allotment of vacancy is controlled by Army Headquarters New Delhi and opposite party has to follow their instructions/guidelines issued from time to time. One vacancy of Gardner/Mali was released some time in April 2001 for which names of candidates were invited from general public through local employment Exchange and vide publicity was also given in local news papers. The worker has not submitted his name as candidate and has not gone through any test/interview conducted by opposite party. The worker was not employed on any sanctioned post or was issued any appointment letter. It is also submitted that worker can not be allowed to take benefit of his own faults. Referring to the present case the opposite party has submitted that opposite party's establishment does not fall under the definition of industries hence the question of alleged retrenchment does not arise, at all. The opposite party has disputed the claim of the worker that he has worked for 10 years. The opposite party has also submitted that there is no violation of Section 25 F and G of the I.D. Act. It is further submitted that Brigadier as commandant of Army establishment Dehradun and does not pursue any profession or business activity for profit making. It is further submitted that the establishment of the opposite party has not appointed the worker as there was no notified post.

The worker has filed photo copies of the documents; papers which appears to be required by court which lacks:-

1. Thumb impression of the worker paper No. A-25.
2. Certificate of one Shakti Chandra, A.O. dt. 6-12-95. Paper No. 1 A1-26.

3. Certificate of Brig. B.M. Verma dt. 22-12-95 AI-27.
4. Certificate of Brig. H.V. Bhalla dt. 30-3-200 AI-2.

Opposite party has filed photo copies of the following documents:—

1. Show cause notice dt. 17-3-2001 paper No. A2-20/2.
2. Enquiry report dt. 17/24-3-2001 paper No. A2-20/3.
3. Letter intimating the finding/decision of Enquiry Officer/Disciplinary Authority/Appointing Authority dated 28-3-2001 paper No. A2-20/.
4. Termination letter dt. 28-3-2001 paper No. A2-20/5.
5. Postal Receipts three copies paper No. A2-20/6 to 20/8.
6. Army Headquarters letter no. 15TD/S/MP 4(civ.)(b) dated 18-4-2001 paper No. A2-20/9.
7. Draft convening order dt. 22-6-2001 paper No. A2-20/10
8. Letter regarding employment of Mali addressed to employment exchange dt. 27-6-01 paper No. A2-20/11.
9. Letter for employment exchange, Dehradun dt. 26-6-01 paper No. A2-20/12.
10. Publication Amar Ujala dt. 4-7-2001 paper No. A2-20/14.
11. Letter dt. 2-7-01 for advertisement in news papers with qualification paper No. A2-20/13.
12. Board of officers proceedings dt. 25-7-01 paper No. A2-20/15.

Worker has filed his affidavit paper No. C-36 who has been cross examined of the representative of the opposite party.

Opposite party has filed affidavit of Col. S.Raman., Officer Commanding Troops HQ Utranchal Sub Area, Dehradun Cantt. paper No. A-51.

The worker could not be heard as he absented himself from the proceeding on 22-6-06 and 24-8-06, therefore court ordered the proceeding to be conducted ex-party against the worker. The worker also did not turned up on 25-8-06. Therefore heard the representative of the opposite party only and perused the evidence on record.

It is pertinent to mention here that on 23-3-06 the worker himself appeared and informed the court that the employer have assured him for taking him back on work therefore another date was fixed on 24-5-06. On 24-5-06 parties requested last opportunity to compromise and therefore 21-6-06 was fixed for hearing.

Col. S. Raman who filed his affidavit in the court was questioned by the Presiding Officer on his affidavit.

His statement proves following facts:

1. that certain fund is collected from amongst solders and options of army unit and from the said collection the worker was paid to the extent of Rs. 900 per month which make it clear that the worker was not paid from budget allocated to the Sub Area, Dehradun.
2. since the worker was paid from the collections from the solders and Army officers and worker was paid salary from the said collection therefore the officers of Sub Area Dehradun sympathetically invited the worker for work and the worker did work on 24-5-06 and 25-5-06 but he absented without any prior information. Therefore again the worker was issued show cause notice and enquiry was conducted the copies of which has been filed in the court. The documents are as under;
1. Termination letter dt. 22 Aug, 2006 paper No. C54.
2. Termination letter dt. 22 Aug, 2006 paper No. C55.
3. Show cause notice dt. 7 July, 2006 paper No. C56.
4. Enquiry report dt. 25 July, 2006 paper No. C 57.
5. Absent letter dt. July, 2006 paper No. C-58.
6. Absent letter dt. nil paper No. C59.

On the one hand worker has not stated in his statement of claim that he was sick and therefore he did not attend the duty. He has also stated that he gave the application for leave on the ground of sickness but the same was torn and thrown by the Administrative Officer and accordingly he could not work for 3 days and thereafter he was terminated on 3-3-01. No date of sickness has been stated.

Worker has given his address as Ram Bihari Pal, Kripa Ram Store, Osal Bhatti, PO Clement Town, Room No.129, Dehradun (Utranchal, but in the reference order) his address is mentioned as Sri Ram Bihari S/o Sri Nanhu Ram Parva Post Mismaw, Barabanki. The notice was sent to the worker on the address referred in the reference order but the same was received back. Another notice was sent to the worker but the same was also received back, undeivered.

The opposite party filed application paper No. 9 alongwith photo copy of Headquarter Dehradun Sub Area dt. 12-6-93 in which the following address of the worker is mentioned.

Sri Ram Bihari
S/o Sri Nanhu Ram
Turner Road, Kripa Ram Store
Clement Town, Dehradun(U.P.)

On the basis of the said address again notice was issued to the worker. However, the worker put his appearance on 3-10-2002.

According to the statement of the worker in his affidavit when worker want on the work place on 3-3-01 he was admonished and turned out and in his place another person was appointed. Opposite party has filed 3 receipts of UPC which are in the name of the worker. The first is dt. 7-3-2001 which refers a to show cause notice sent to the worker informing him that he is absent from duty since 4-2-2001 without information/application. He was required to show cause as to why his services should not be terminated. The worker was directed to reply the notice within 10 days. Another notice is issued on 17-3-01 wherein worker was informed to show cause notice as he has not replied to the previous show cause notice. By this notice he was asked to appear in the enquiry on 21-3-01 and 24-3-01 the Administrative Officer proceed with enquiry and on the same day he gave his findings. Thereafter worker was issued termination on 28-3-01. Col. S. Raman has proved the said facts. There is no question to disbelieve the testimony of Col. S. Raman. On the one hand there is no corroborative evidence to support the case of the worker that he was terminated on 3-3-2001. On the other hand there is ample corroborative evidence to support the evidence of Col. S. Ram. Therefore I come to the conclusion that the worker absented himself from duty without any authority or without obtaining any prior permission and without making any application for leave. On the other hand he has tried to concoct the false story. It is also noteworthy that the worker was given the opportunity of employment and he availed the opportunity and worked on 24th & 25th May, 2006 and thereafter he has again deserted the employer. In the circumstances I come to the conclusion that the worker himself deserted the job on 4-2-2001.

Worker has come out with the case that he was employed as permanent Civilian Mali which he himself contradicted in his cross-examination and has stated that he was casual labour. It is also proved to the satisfaction that there was no post of Civilian Mali during the relevant period. It was only after the vacancy was released by the Army Headquarter in April 2001 and the opposite party proceed to recruit Civilian Mali on the pay roll of the opposite party. It is also noteworthy that there is no relationship of employee and employer between the parties. The opposite party is a Army Sub Area, Headquarter of the Indian Army and it is not a industry.

In the circumstances stated above I come to the conclusion that worker was not terminated by the opposite party on 3-3-2001 as alleged instead he himself deserted the job and did not reply to the show cause notice given to him. It is proved that worker was absent without any authority since 4-2-2001 and he was terminated on 28-3-2001 by the Colonel (Administrative Officer) of the opposite party. In the circumstances the issue is accordingly answered and the worker is not entitled to any relief.

Lucknow
29-8-2006.

SHRIKANT SHUKLA, Presiding Officer
नई दिल्ली, 12 सितम्बर, 2006

का.आ 3949.—औद्योगिक विवाद अधिनियम, 1947 (1947का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी. सी. बी. डिवीजन, बेस प्रोजेक्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.- I, चण्डीगढ़ के पंचाट (संदर्भ संख्या 79/93) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-9-2006 को प्राप्त हुआ था।

[सं. एल-42012/139/93-आई आर(डी यू)]
सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 12th September, 2006

S.O. 3949.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 79/93) of the Central Government Industrial Tribunal-cum-Labour Court. No.-I, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of B. C. B. Division, Beas Project and their workman, which was received by the Central Government on 12-9-2006.

[No. L-42012/139/93-IR (DU)]

SURENDRA SINGH, Desk Officer
ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH

(Case No. I. D. 79/1993)

Sh. Ram Chand Gautam S/o Sh. Bakshi Ram Gautam
C/o Lachman Dass, 134-G,
Nangal Township, Distt. Ropar(PB.)-140124.

.....Applicant

Versus

1. Executive Engineer, B.C.B. Division, Beas Project, Post
Box No.38, Bhiwani(Haryana)-125021.

.....Respondent

APPEARANCES

For the Workman : Sh. R. K. Singh
For the Management : Smt. Neeru Chadha

AWARD

Passed on 8-8-2006.

Central Govt. vide notification No.L-42012/139/93/IR(DU) dated 21-7-1993 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the then Executive Engineer, DPH/TLSC Division B.P. (P.W.) Slapper which has since been abolished and now the Executive Engineer,

BCB Division, Beas Project Bhiwani in terminating the services of Shri Ram Chand S/o Shri Bakshi Ram Gautam w.e.f. 28-2-90 is justified? If not, to what relief the workman concerned is entitled to?"

2. The case taken up in Lok Adalat at the request of the parties. The authorised representative of workman Shri R.K. Singh withdraw the present reference vide his statement recorded on 3-8-2006. In view of the same, the present reference is returned as withdrawn in Lok Adalat. Central Govt. be informed. File be consigned to record.

Chandigarh
8-8-2006.

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 12 सितम्बर, 2006

का.आ 3950.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भाखड़ा बाँध के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.- I, चण्डीगढ़ के पंचाट (संदर्भ संख्या 25/91) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-9-2006 को प्राप्त हुआ था।

[सं. एल-42012/152/90-आई आर(डी यू)]
सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 12th September, 2006

S.O. 3950.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 25/91) of the Central Government Industrial Tribunal-cum-Labour Court No.-I, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bhakra Dam and their workman, which was received by the Central Government on 12-9-2006.

[No. L-42012/152/90-IR (DU)]

SURENDRA SINGH, Desk Officer
ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

(Case No I. D. 25/91)

Sh. Diwan Chand C/o Sh. R. K. Singh,
H.No. 35-G, Nangal Township,
Nangal Punjab.

.....Applicant

Versus

The Chief Engineer, Bhakra Dam, Nangal Township-140124.

.....Respondent

APPEARANCE

For the Workman : Sh.R. K.Singh
For the Management : Sh.R. C. Attri

AWARD

Passed on 28-7-2000.

Central Govt. vide No. L-42012/152/90/IR-(DU) dated 18-2-90 has referred the following dispute to this Tribunal for adjudication:

"Whether the action of the Chief Engineer, Bhakra Dam, Nangal Township in terminating the services of Shri Diwan Chand, a skilled mazdoor w.e.f. 31-7-1989 is justified? If not, what relief the concerned workman is entitled to and from what date?"

2. Workman filed claim statement submitting that he was selected and appointed as skilled mazdoor on daily wages w.e.f. 3-9-1988 in the Rly. Sub Division of the Bhakra Mechanical Division Nangal, Township and was continuously employed till 30-7-1989 when his services were terminated without notice of payment of compensation or show cause etc. or enquiry. The management did not maintain the seniority before effecting termination and management has retained juniors in service namely Manjit Singh son of Darshan singh, Girdhari Lal son of Ram Phal, Pancham Ram son of Shiv Lal, Sunil Kumar son of Mool Raj and so many other in Bhakra mechanical division and all the above were employed in May 1989 whereas the workman was in continuous service from 3-9-1988 and his services were terminated in violation of Section 25G. The management was frequently employed new hands but he was never recalled which is in violation of I. D. Act. The action of the management in terminating the services of the workman is an unfair labour practice. Although the workman served the management for 315 days within 12 calendar months preceding the date of termination, he was not served with a notice of one month and not paid the retrenchment compensation as much as junior to him have been retained. That the work on which the workman was working was of permanent nature, that no charge sheet or enquiry was made against the workman, therefore he is entitled for the reinstatement with full back wages.

3. The management filed Written Statement alleging that no dispute existed and present reference is not maintainable. On merits also the management denied the allegations and admitted to the extent that workman was employed as skilled mazdoor since 3-9-1988. He remained in employed till 7/89 and his services were terminated on 31-7-1989 after giving proper notice vide XEN Bhakra mechanical division Letter No. 6885-88/9E dated 30-6-90. Retrenchment compensation of Rs. 285/- was offered to the petitioner which he did not receive. A notice to this effect was also displayed by the SDO Rly. Sub Division on the notice board. As per seniority list maintained after the directions of the Hon'ble H. P. High Court, the name of the workman existed at Serial No. 54 and no junior to the petitioner was retained in service as alleged. Manjit Singh was senior to the petitioner at Serial No.9, Girdhari Lal and Pancham etc. were not employed as skilled labour but in a separate category of unskilled labour. Ram Murti and Iqbal

Nath were also retrenched and now they are not in service. The petitioner was engaged on a specific job and after completion of the work the retrenchment compensation notice was served and his services were terminated. The petitioner completed more than 240 days service in a year and as such one month notice was served on 30-6-1989. No junior to the workman was regularized as alleged by the petitioner. The job against which the workman was of specific nature and on completion of work, the petitioner was retrenched and there is no claim against the management.

4. Workman filed the rejoinder, affidavit wherein he tries to prove his claim statement. His affidavit is Ex. WI. The workman also attached the list of skilled labour as EX.W2 wherein the workman stand at serial No. 54. The workman also filed Ex./W3 list of working days of other employees. On the other hand, the management produced two witnesses and documents Ex.-M2 copy of notice where the name of the workman stands at serial No. 15 issued by the Executive Engineer, Bhakra Mechanical Division. There is also a direction to collect the retrenchment compensation. The management examined M.C.Sayal, as MWI and MW2 H.S.Turna.

5. Final arguments heard. Learned AR of the workman Shri R.K.Singh submitted in his arguments that workman has completed 240 days in a year preceding to the date of his termination and this fact has been admitted by the management in this case. He also submitted that after his termination juniors whose names have been given in his affidavit Ex. WI were retained and engaged some new hands as unskilled also and there is violation of the provisions of Section 25 of the I. D. Act 1947. He also submitted that before termination, no notice of termination was served or pay in lieu of notice was given, and notice served was not proved by the management. Retrenchment compensation was also not paid despite the fact that workman has completed more than 240 days in a calendar year and this fact is admitted by the management and there is specific denied either in affidavit or in oral evidence of the management that juniors were not retained and new hands were not engaged after his termination. Workman is entitled to the relief claimed.

6. On the other hand R. C. Atri law officer of the management strongly opposed the contentions of Shri R.K.Singh and submitted that there is no violation of any provisions of the I.D.Act 1947. It is admitted that the workman has completed 240 days, seniority list was prepared as per the orders of the Hon'ble.H.P. High Court and the name of the workman is at serial No. 54 and thus no juniors to the workman was retained in service. The retrenchment was made according to the seniority list. Manjit singh's name was at serial No. 9. Shri Girdhari Lal and Pancham etc. were not employed as skilled labour. Ram Murti and Iqbal Nath were also retrenched and now

they are not in service. The petitioner was engaged on a specific job and after completion of the work the retrenchment compensation notice was served and his services were terminated. The petitioner completed more than 240 days service in a year and as such one month notice was served on 30.6.1989. Any person junior to the workman was not regularized. He submitted that workman has failed to show that management has violated the provisions of Section 25 of the I.D. Act. Management has proved notice dated 30-6-89 EX.M.1 from the record of service and notice for receiving retrenchment compensation dated 1-8-89 was also served on the workman but workman did not care to take retrenchment compensation.

7. He submitted that as there is no violation of provision of Section 25 of the I. D. Act, claim of the workman failed and the reference may accordingly be answered in favour of the management.

8. In view of the above submissions and my perusal of documents, I have found that in this case facts are admitted by the management as claimed by the workman. Workman's contentions are that no notice of retrenchment was served, no retrenchment compensation was paid and new hands were also recruited after termination of the workman may be in another category. Contention of the workman AR Shri R.K.Singh is that they should have asked the workman petitioner that there are vacancies in unskilled category and if workman feel, he can be engage. On perusal of document I found that EX.M I is a typed copy not the original typed copy or carbon copy and similarly EX.M2 is also the typed copy seperately. These two documents which are copies made later from the copies these are placed on record by the management. No carbon copies of these documents were placed on the record or proved. Further more workman has contested and denied its service upon him. Management failed to produce oral evidence of service and even original of these documents EX.M1 and M.2 that these have been served to the workman and workman have refused receiving these notices EX.M1 and M.2. Its original which were referred above were also not produced on record by the management. Further on perusal of affidavit EX.WI of the workman I found that workman on oath has submitted in affidavit in para 3 that management failed to maintain the seniority before effecting the termination and thus the management had retained the following juniors whose names were given and there is no specific denial in EX.M3 affidavit of M.C.Syal of the management. He in para 3 has simply stated that Manjit singh was senior to him, Girdhari lal son of Ram Phal, Pancham Ram son of Ram Chand were employed as unskilled category and Ram Murti and Iqbal Nath were also retrenched and now they are not in service. But as regard remaining workmen the management is silent and did not rebut in evidence and there is evidence of the workman on oath.

9. I have also found that as regard service of retrenchment notice and retrenchment compensation, the

management failed to produce and prove the best evidence available with them. They have simply filed in this court typed copy made from the copy of the original and did not file the copy of the original notice and the carbon copy as usual. Which shows that this notice was not served upon the workman who served not examined or his nothing. Oral denial in written statement is no denial. In evidence the management witness has admitted that we have no acknowledgment to the effect of service or refusal of notice to the petitioner and he can not tell on which date on EX.M 1 and M2 were placed on the notice board and he is also not conversant with the document EX.W2. The notice of termination EX.M1 were duly served to individual.

10. From the above evidence and documents on record of the workman and management I have found that management's witness admitted that workman services were terminated on his completion of more than 240 days on 31-7-1989 but they failed to prove that they complied the mandatory provisions of Section 25(F) ID Act, so without following the mandatory provisions of Section 25 of the I.D. Act termination is void. These provisions are couched in mandatory form and non compliance therewith has the result of rendering the order of retrenchment void ab initio or non-est, State of Rajasthan Vs. Miss Usha Lokwani ILR 369 Rajasthan.

11. Therefore, relying on the above referred judgment, I am of the considered view that the action of the Chief Engineer, Bhakra-Dam, Nangal Township in terminating the services of Shri Diwan Chand, a skilled mazdoor w.e.f. 31-07-1989 is not justified. As regard the payment of backwages as submitted by the parties, I found that in claim statement, rejoinder or affidavit, the workman has not pleaded that he was unemployed during the period, he remain out of service after his termination. But in cross-examination by the management's representative, he has denied the suggestion that he remain gainfully employed. In view of the latest judgment of the Hon'ble supreme Court of 2005, wherein it is held that in the present scenerio and economic situation full back wages when no work was done is not a good preposition. Therefore, I am of the considered view that workman is to be reinstated as skilled labour but only with 35% of the backwages. The reference is answered accordingly. Central Govt. be informed. File be consigned to record.

Chandigarh.

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 12 सितम्बर, 2006

का.आ 3951.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.- I, चण्डीगढ़ के पंचाट (संदर्भ

संख्या 187/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-9-2006 को प्राप्त हुआ था।

[सं. एल-40012/10/2000-आई आर(डी यू)]

सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 12th September, 2006

S.O. 3951.— In Pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 187/2000) of the Central Government Industrial Tribunal-cum-Labour Court, No. I, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Department and their workman, which was received by the Central Government on 12-9-2006.

[No. L-40012/10/2000-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1, CHANDIGARH.
(Case No I. D. 187/2000)

Smt. Shiv Mohan Kaur Rani D/o Sh. Jagat Singh
C/o Sh. N.K. Jeet, President, Telecom Labour Union,
Mohalla Hari Nagar, Lal Singh Basti Road
Bhatinda (Pb.) 151001.

.....Applicant

Versus

1. The General Manager, Telecom., Bhatinda, (Punjab)
151001.

.....Respondent

APPEARANCES

For the workman : Sh. R. P. Rana
For the management : Sh. G. C. Babbar

AWARD

Passed on 8-8-2006

Central Govt. vide notification No. L-40012/10/2000-IR(D.U) dated 30.05.2000 has referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of General Manager, Telecom, Bhatinda in termination of services of Smt. Shiv Mohan Kaur Rani D/o Sh. Jagat Singh is legal and justified? If not, to what relief the workman is entitled and from which date?"

2. The case taken up in Lok Adalat at the request of the parties. The authorised representative of workman Shri R.P. Rana withdraw the present reference vide his statement recorded on 1-08-2006. In view of the same, the present reference is returned as withdrawn in Lok Adalat. Central Govt. be informed. File be consigned to record.

Chandigarh.

8-08-2006.

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 12 सितम्बर, 2006

का.आ 3952.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.- I, चण्डीगढ़ के पंचाट (संदर्भ संख्या 189/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-9-2006 को प्राप्त हुआ था।

[सं. एल-40012/12/2000-आई आर(डी यू)]

सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 12th September, 2006

S.O. 3952.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 189/2000) of the Central Government Industrial Tribunal-cum-Labour Court, No. I, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Department and their workman, which was received by the Central Government on 12-9-2006.

[No. L-40012/12/2000-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1, CHANDIGARH

Case No. I. D. 189/2000

Sh. Baljinder Singh S/o Sh. Major Singh
C/o Sh. N.K. Jeet, President, Telecom Labour Union,
Mohalla Hari Nagar, Lal Singh Basti Road,
Bhatinda (Pb.) 151001.

.....Applicant

Versus

1. The General Manager, Telecom., Bhatinda,
(Punjab) 151001.

.....Respondent

APPEARANCES

For the workman : Sh. R. K. P. Rana
For the management : Sh. G. C. Babbar

AWARD

Passed on 8-8-2006

Central Government vide notification No. L-40012/12/2000-IR (D.U.) dated 29-05-2000 has referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of General Manager, Telecom, Bhatinda in termination of

services of Sh. Baljinder Singh S/o Sh. Major Singh is legal and justified? If not, to what relief the workman is entitled and from which date?"

2. The case taken up in Lok Adalat at the request of the parties. The authorised representative of workman Shri R. P. Rana withdraw the present reference vide his statement recorded on 1-08-2006. In view of the same, the present reference is returned as withdrawn in Lok Adalat. Central Government be informed. File be consigned to record.

Chandigarh.

8-08-2006.

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 12 सितम्बर, 2006

का.आ 3953.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.- I, चण्डीगढ़ के पंचाट (संदर्भ संख्या 225/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-9-2006 को प्राप्त हुआ था।

[सं. एल-40012/13/2000-आई आर(डी यू)]

सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 12th September, 2006

S.O. 3953.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 225/2000) of the Central Government Industrial Tribunal-cum-Labour Court, No. I, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Department and their workman, which was received by the Central Government on 12-9-2006.

[No. L-40012/13/2000-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1 CHANDIGARH

Case No I. D. 225/2000

Sh. Balaur Singh S/o Sh. Ajaib Singh C/o Sh. N.K. Jeet,
President, Telecom Labour Union
Mohalla Hari Nagar, Lal Singh Basti Road,
Bhatinda (Pb.) 151001.

Applicant

Versus

1. The General Manager, Telecom., Bhatinda,
(Punjab) 151001.

Respondent

3009 G/06-10

APPEARANCES

For the workman : Sh.R.K.Rana
For the management : Sh.G.C.Babbar

AWARD

Passed on 8-8-2006.

Central Government vide notification No.L-40012/13/2000/IR(D.U) dated 29-05-2000 has referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of General Manager, Telecom, Bhatinda in termination of services of Sh. Balaur Singh S/o Sh. Ajaib Singh is legal and justified? If not, to what relief the workman is entitled and from which date?"

2. The case taken up in Lok Adalat at the request of the parties. The authorised representative of workman Shri R.P.Rana withdraw the present reference vide his statement recorded on 1-08-2006. In view of the same, the present reference is returned as withdrawn in Lok Adalat. Central Government be informed. File be consigned to record. Chandigarh 8-08-2006.

RAJESH KUMAR, Presiding Officer
नई दिल्ली, 12 सितम्बर, 2006

का.आ 3954.—औद्योगिक विवाद अधिनियम, 1947 (1947का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.- I, चण्डीगढ़ के पंचाट (संदर्भ संख्या 43/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-9-2006 को प्राप्त हुआ था।

[सं. एल-40012/338/99-आई आर(डी यू)]

सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 12th September, 2006

S.O. 3954.— In Pursuance of Section 17 of the Industrial Disputes, Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 43/2000) of the Central Government Industrial Tribunal-cum-Labour Court, No. I, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Department and their workman, which was received by the Central Government on 12-9-2006.

[No.L-40012/338/99-IR(DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I CHANDIGARH

Case No. I.D 43/2000

Sh. Gurmukh Singh Clo Sh. N.K. Jeet, President,
Telecom Labour Union, Mohalla Hari Nagar,
Lal Singh Basti Road, Bhatinda(Pb.) 151001

Applicant

Versus

1. The General Manager, Telecom, Bhatinda,
(Punjab) 151001

Respondent

APPEARANCES

For the workman : Sh. R. K. Rana
For the management : Sh.G.C.Babbar

AWARD

Passed on 8-8-2006.

Central Government vide notification No.L-40012/338/99/IR(D.U.) dated 27-01-2000 has referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of General Manager, Telecom, Bhatinda in termination of services of Sh. Gurmukh Singh S/o Sh. Guajani Singh is legal and justified? If not, to what relief the workman is entitled and from which date?"

2. The case taken up in Lok Adalat at the request of the parties. The authorised representative of workman Shri R.K.Rana withdraw the present reference vide his statement recorded on 26-7-2006. In view of the same. The present reference is returned as withdrawn in Lok Adalat. Central Government be informed. File be consigned to record.

Chandigarh,
8-8-2006.

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 12 सितम्बर, 2006

का.आ 3955.—औद्योगिक विवाद अधिनियम, 1947 (1947का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.- I, चण्डीगढ़ के पंचाट (संदर्भ संख्या 41/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-9-2006 को प्राप्त हुआ था।

[सं. एल-40012/329/99-आई आर(डी यू)]

सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 12th September, 2006

S.O. 3955.— In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 41/2000) of the Central Government Industrial Tribunal-cum-Labour Court, No. I, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Department and their workman, which was received by the Central Government on 12-9-2006.

[No.L-40012/329/99-IR(DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORESHRI RAJESH KUMAR, PRESIDING
OFFICER, CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH**

Case I. D. No. 41/2000

Sh Jasbir Singh C/o Sh N. K. Jeet, President, Telecom
Labour Union, Mohalla Hari Nagar, Lal Singh Basti Road,
Bhatinda (Pb). 151001

—Applicant

Versus

1. The General Manager, Telecom, Bhatinda, (Punjab)
151001

—Respondent

APPEARANCES

For the workman : Sh. R. K. Rana
For the management : Sh. G. C. Babbar

AWARD

Passed on 8-8-2006.

Central Government vide notification No.L-40012/
329/99/IR(DU) dated 27-01-2000 has referred the following
dispute to this Tribunal for adjudication :

“Whether the action of the management of General
Manager, Telecom, Bhatinda in termination of
services of Sh. Jasbir Singh is legal and justified? If
not, to what relief the workman is entitled and from
which date?”

2. The case taken up in Lok Adalat at the request of
the parties. The authorised representative of workman Shri
R.K.Rana withdraw the present reference vide his statement
recorded on 26-7-2006. In view of the same, the present
reference is returned as withdrawn in Lok Adalat. Central
Govt. be informed. File be consigned to record.

Chandigarh RAJESH KUMAR, Presiding Officer
8-8-2006.

नई दिल्ली, 12 सितम्बर, 2006

का.आ 3956.—औद्योगिक विवाद अधिनियम, 1947
(1947का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर
संचार विभाग के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों
के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार
औद्योगिक अधिकरण/श्रम न्यायालय नं.- I, चण्डीगढ़ के पंचाट (संदर्भ
संख्या 45/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को
12-9-2006 को प्राप्त हुआ था।

[सं. एल-40012/333/99-आई आर(डी यू)]
सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 12th September, 2006

S.O. 3956.— In pursuance of section 17 of the
Industrial Disputes Act, 1947 (14 of 1947), the Central
Government hereby publishes the award (Ref. No. 45/2000)
of the Central Government Industrial Tribunal-cum-Labour
Court, No. I, Chandigarh as shown in the Annexure in the
Industrial Dispute between the employers in relation to the
management of Telecom Department and their workman,
which was received by the Central Government on
12-9-2006.

[No.L-40012/333/99-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORESHRI RAJESH KUMAR, PRESIDING
OFFICER, CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH**

Case I.D. No. 45/2000

Sh. Amrik Singh C/o Sh N.K. Jeet, President,
Telecom Labour Union, Mohalla Hari Nagar,
Lal Singh Basti Road, Bhatinda (Pb.) 151001

—Applicant

Versus

1. The General Manager, Telecom. ,
Bhatinda, (Punjab) 151001

—Respondent

APPEARANCES

For the workman : Sh. R. K. Rana
For the management : Sh. G. C. Babbar

AWARD

Passed on 8-8-2006.

Central Govt. vide notification No.L-40012/333/99/
IR(DU) dated 27-01-2000 has referred the following dispute
to this Tribunal for adjudication :

“Whether the action of the management of General
Manager, Telecom, Bhatinda in termination of
services of Sh. Amrik Singh S/o Sh. Ugar Singh is
legal and justified? If not, to what relief the workman
is entitled and from which date?”

2. The case taken up in Lok Adalat at the request of
the parties. The authorised representative of workman
Shri R. K. Rana withdraw the present reference vide his
statement recorded on 26-7-2006. In view of the same, the
present reference is returned as withdrawn in Lok Adalat.
Central Govt. be informed. File be consigned to record.

Chandigarh
8-8-2006.

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 12 सितम्बर, 2006

का.आ. 3957.—औद्योगिक विवाद अधिनियम, 1947 (1947का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.- I, चण्डीगढ़ के पंचाट (संदर्भ संख्या 47/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-9-2006 को प्राप्त हुआ था।

[सं. एल-40012/331/99-आई आर(डी यू)]

सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 12th September, 2006

S.O. 3957.— In Pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 47/2000) of the Central Government Industrial Tribunal-cum-Labour Court, No. I, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Department and their workman, which was received by the Central Government on 12-9-2006.

[No. L-40012/331/99-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Case I. D. No. 47/2000

Sh. Jai Kishan, C/o Sh. N. K. Jeet, President, Telecom, Labour Union, Mohalla Hari Nagar, Lal Singh Basti Road, Bhatinda (Pb) 151001

—Applicant

Versus

1. The General Manager, Telecom, Bhatinda, (Punjab) 151001

—Respondent

APPEARANCES

For the workman : Sh. R. K. Rana

For the management : Sh. G. C. Babbar

AWARD

Passed on 8-8-2006.

Central Govt. vide notification No.L-40012/331/99/IR(DU) dated 27-01-2000 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of General Manager, Telecom, Bhatinda in termination of services of Sh. Jai Kishan S/o Sh. Darshan Lal is legal and justified? If not, to what relief the workman is entitled and from which date?”

2. The case taken up in Lok Adalat at the request of the parties. The authorised representative of workman Shri R. K. Rana withdraw the present reference vide his statement recorded on 26-7-2006. In view of the same, the present reference is returned as withdrawn in Lok Adalat. Central Govt. be informed. File be consigned to record.

Chandigarh

8-8-2006.

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 12 सितम्बर, 2006

का.आ. 3958.—औद्योगिक विवाद अधिनियम, 1947 (1947का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.- I, चण्डीगढ़ के पंचाट (संदर्भ संख्या 169/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-9-2006 को प्राप्त हुआ था।

[सं. एल-40012/472/99-आई आर(डी यू)]

सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 12th September, 2006

S.O. 3958.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 169/2000) of the Central Government Industrial Tribunal-cum-Labour Court, No. I, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Department and their workman, which was received by the Central Government on 12-9-2006.

[No. L-40012/472/99-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH

Case I. D No. 169/2000

Sh. Azad Pal Singh S/o Mahla Singh C/o Sh. N. K. Jeet, President, Telecom Labour Union, Mohalla Hari Nagar, Lal Singh Basti Road, Bhatinda (Pb.) 151001.

—Applicant

Versus

1. The General Manager, Telecom, Bhatinda, (Punjab) 151001.

—Respondent

APPEARANCES

For the workman : Sh. R. K. Rana

For the management : Sh. G. C. Babbar

AWARD

Passed on 8-8-2006

Central Government vide notification No.L-40012/472/99-IR (DU) dated 13-03-2000 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of General Manager, Telecom, Bhatinda in termination of services of Sh. Azad Pal Singh S/o Sh. Mahla Singh is legal and justified? If not, to what relief the workman is entitled and from which date?”

2. The case taken up in Lok Adalat at the request of the parties. The authorised representative of workman Shri R. K. Rana withdraw the present reference vide his statement recorded on 26-7-2006. In view of the same, the present reference is returned as withdrawn in Lok Adalat. Central Government be informed. File be consigned to record.

Chandigarh

8-8-2006.

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 12 सितम्बर, 2006

का. आ. 3959.—औद्योगिक विवाद अधिनियम, 1947 (1947का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.- I, चण्डीगढ़ के पंचाट (संदर्भ संख्या 171/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-9-2006 को प्राप्त हुआ था।

[सं. एल-40012/471/99-आई आर(डी यू)]

सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 12th September, 2006

S.O. 3959.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 171/2000) of the Central Government Industrial Tribunal-cum-Labour Court, No. I, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Department and their workman, which was received by the Central Government on 12-9-2006.

[No. L-40012/471/99-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH
Case I. D. No. 171/2000

Sh. Bhura Singh S/o Zora Singh C/o Sh. N.K. Jeet,
President, Telecom Labour Union, Mohalla Hari Nagar,
Lal Singh Basti Road, Bhatinda (Pb.) 151001.

—Applicant

Versus

1. The General Manager, Telecom., Bhatinda, (Punjab) 151001.

Respondent

APPEARANCES

For the workman : Sh. R. K. Rana

For the management : Sh. G. C. Babbar

AWARD

Passed on 8-8-2006.

Central Government vide notification No.L-40012/471/99/IR(DU) dated 13-03-2000 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of General Manager, Telecom, Bhatinda in termination of services of Sh. Bhura Singh S/o Sh. Zora Singh is legal and justified? If not, to what relief the workman is entitled and from which date?”

2. The case taken up in Lok Adalat at the request of the parties. The authorised representative of workman Shri R.K. Rana withdraw the present reference vide his statement recorded on 26-7-2006. In view of the same, the present reference is returned as withdrawn in Lok Adalat. Central Government be informed. File be consigned to record.

Chandigarh

8-8-2006.

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 12 सितम्बर, 2006

का.आ 3960.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.- I, चण्डीगढ़ के पंचाट (संदर्भ संख्या 173/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-9-2006 को प्राप्त हुआ था।

[सं. एल-40012/476/99-आई आर(डी यू)]

सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 12th September, 2006

S.O. 3960.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 173/2000) of the Central Government Industrial Tribunal-cum-Labour Court, No. I, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Department and their workman, which was received by the Central Government on 12-9-2006.

[No. L-40012/476/99-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH

Case I. D. No 173/2000

Sh. Satish Kumar S/o Sh. Des Raj C/o Sh. N.K. Jeet,
President, Telecom Labour Union, Mohalla Hari Nagar,

Lal Singh Basti Road, Bhatinda(Pb.) 151001.

—Applicant

Versus

1. The General Manager, Telecom., Bhatinda,
(Punjab) 151001.

—Respondent

APPEARANCES

For the workman : Sh. R. K. Rana
For the management : Sh.G.C.Babbar

AWARD

Passed on 8-8-2006.

Central Government vide notification No.L-40012/476/99/IR(DU) dated 13-03-2000 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of General Manager, Telecom, Bhatinda in termination of services of Sh. Satish Kumar S/o Sh.Des Raj is legal and justified? If not, to what relief the workman is entitled and from which date?”

2. The case taken up in Lok Adalat at the request of the parties. The authorised representative of workman Shri. R. K. Rana withdraw the present reference vide his statement recorded on 26-7-2006. In view of the same, the present reference is returned as withdrawn in Lok Adalat. Central Government be informed. File be consigned to record.

Chandigarh

8-8-2006.

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 12 सितम्बर, 2006

का.आ 3961.—औद्योगिक विवाद अधिनियम, 1947 (1947का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबंध में निर्योजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.- I, चण्डीगढ़ के पंचाट (संदर्भ संख्या 295/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-9-2006 को प्राप्त हुआ था।

[सं. एल-40012/175/2001-आई आर(डी यू)]

सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 12th September, 2006

S.O. 3961.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 295/2001) of the Central Government Industrial Tribunal-cum-Labour Court No. I, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Department and their workman, which was received by the Central Government on 12-9-2006.

[No.L-40012/175/2001-IR (DU)]
SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH

Case I. D. No. 295/2001

Sh. Jagsir Singh S/o Sh. Bogha Singh

C/o Sh. N.K. Jeet, 27349,

Lal Singh Basti Road, Bhatinda(Pb.) 151001.

—Applicant

Versus

1. The General Manager, Telecom., E 10-B Building,
Bhatinda (Punjab) 151001.

—Respondent

APPEARANCES

For the workman : Sh. R. K. Rana
For the management : Sh. G. C. Babbar

AWARD

Passed on 8-8-2006.

Central Government vide notification No. L-40012/175/2001/IR(DU) dated 5-09-2001 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of General Manager, Telecom, Bhatinda in termination of services of Sh. Jagsir Singh S/o Sh.Bogha Singh is just and legal and ? If not, to what relief the workman is entitled to and from which date?”

2. The case taken up in Lok Adalat at the request of the parties. The authorised representative of workman Shri R.K.Rana withdraw the present reference vide his statement recorded on 26-7-2006. In view of the same, the present reference is returned as withdrawn in Lok Adalat. Central Government be informed. File be consigned to record.

Chandigarh

8-8-2006.

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 12 सितम्बर, 2006

का.आ 3962.—औद्योगिक विवाद अधिनियम, 1947 (1947का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबंध में निर्योजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.- I, चण्डीगढ़ के पंचाट (संदर्भ संख्या 293/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-9-2006 को प्राप्त हुआ था।

[सं. एल-40012/173/2001-आई आर(डी यू)]

सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 12th September, 2006

S.O. 3962.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the award (Ref. No. 293/2001) of the Central Government Industrial Tribunal-cum-Labour Court No. I, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Department and their workman, which was received by the Central Government on 12-9-2006.

[No. L-40012/173/2001-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1, CHANDIGARH.

Case No. I. D. 293/200

Sh. Balkaran Singh S/o Sh. Bikkar Singh C/o Sh. N. K. Jeet, 27349, Lal Singh Basti Road, Bhatinda(Pb.) 151001.

.....Applicant

Versus

1. The General Manager, Telecom, E 10-B Building, Bhatinda (Punjab) 151001.

.....Respondent

APPEARANCES

For the workman : Sh. R. K. Rana
For the management : Sh. G. C. Babbar

AWARD

Passed on 8-8-2006.

Central Government vide notification No. L-40012/173/2001/IR(D.U) dated 5-09-2001 has referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of General Manager, Telecom, Bhatinda in termination of services of Sh. Balkaran Singh S/o Sh. Bikkar Singh is legal and justified? If not, to what relief the workman is entitled and from which date?"

2. The case taken up in Lok Adalat at the request of the parties. The authorised representative of workman Shri R. K. Rana withdraw the present reference vide his statement recorded on 26-07-2006. In view of the same, the present reference is returned as withdrawn in Lok Adalat. Central Government be informed. File be consigned to record.

Chandigarh
8-08-2006.

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 12 सितम्बर, 2006

का.आ 3963.—औद्योगिक विवाद अधिनियम, 1947 (1947का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों

के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.- I, चण्डीगढ़ के पंचाट (संदर्भ संख्या 297/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-9-2006 को प्राप्त हुआ था।

[सं. एल-40012/178/2001-आई आर(डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 12th September, 2006

S.O. 3963.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 297/2001) of the Central Government Industrial Tribunal-cum-Labour Court No. I, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Department and their workman, which was received by the Central Government on 12-9-2006.

[No. L-40012/178/2001-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1, CHANDIGARH.

Case No. I. D. 297/2001

Sh. Hardev Singh S/o Sh. Malkit Singh C/o Sh. N. K. Jeet, 27349, Lal Singh Basti Road, Bhatinda(Pb.) 151001.

...Applicant

Versus

1. The General Manager, Telecom, E 10-B Building, Bhatinda (Punjab) 151001.

.....Respondent

APPEARANCES:

For the workman : Sh. R. K. Rana
For the management : Sh. G. C. Babbar

AWARD

Passed on 8-8-2006.

Central Government vide notification No. L-40012/178/2001/IR(D.U) dated 5-09-2001 has referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of General Manager, Telecom, Bhatinda in termination of services of Sh. Hardev Singh S/o Sh. Malkit Singh is just and legal? If not, to what relief the workman is entitled to and from which date?"

2. The case taken up in Lok Adalat at the request of the parties. The authorised representative of workman Shri R.K. Rana withdraw the present reference vide his statement recorded on 26-07-2006. In view of the same, the

present reference is returned as withdrawn in Lok Adalat. Central Government be informed. File be consigned to record.

Chandigarh

8-08-2006.

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 12 सितम्बर, 2006

का.आ 3964.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.- I, चण्डीगढ़ के पंचाट (संदर्भ संख्या 299/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-9-2006 को प्राप्त हुआ था।

[सं. एल-40012/176/2001-आई आर(डी यू)]

सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 12th September, 2006

S.O. 3964.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 299/2001) of the Central Government Industrial Tribunal-cum-Labour Court, No. I, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Department and their workman, which was received by the Central Government on 12-9-2006.

[No. L-40012/176/2001-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1, CHANDIGARH.

Case No I.D. 299/2001

Sh. Jagsir Singh S/o Sh Zora Singh C/o Sh. N.K. Jeet, 27349, Lal Singh Basti Road, Bhatinda (Pb.) 151001.

Applicant

Versus

1. The General Manager, Telecom, E 10-B Building, Bhatinda, (Punjab) 151001.

Respondent

APPEARANCES

For the workman : Sh. R. K. Rana

For the management : Sh. G. C. Babbar

AWARD

Passed on 8-8-2006.

Central Govt. vide notification No.L-40012/176/2001/

IR(DU) dated 5-09-2001 has referred the following dispute to this Tribunal for adjudication:

“Whether the action of the management of General Manager, Telecom, Bhatinda in termination of services of Sh. Jagsir Singh S/o Sh. Zora Singh is just and legal? If not, to what relief the workman is entitled and from which date?”

2. The case taken up in Lok Adalat at the request of the parties. The authorised representative of workman Shri R. K. Rana withdraw the present reference vide his statement recorded on 26-07-2006. In view of the same, the present reference is returned as withdrawn in Lok Adalat. Central Govt. be informed. File be consigned to record.

Chandigarh

8-08-2006.

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 12 सितम्बर, 2006

का.आ 3965.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.- I, चण्डीगढ़ के पंचाट (संदर्भ संख्या 301/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-9-2006 को प्राप्त हुआ था।

[सं. एल-40012/192/2001 आई आर(डी यू)]

सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 12th September, 2006

S.O. 3965.— In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 301/2001) of the Central Government Industrial Tribunal-cum-Labour Court, No. I, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Department and their workman, which was received by the Central Government on 12-9-2006.

[No. L-40012/192/2001-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1, CHANDIGARH.

Case No I, D 301/2001

Sh. Biloo Singh S/o Sh Bara Singh C/o Sh. N.K. Jeet, 27349, Lal Singh Basti Road, Bhatinda (Pb.) 151001.

Applicant

Versus

1. The General Manager, Telecom., E 10-B Building,
Bhatinda, (Punjab) 151001.

Respondent

APPEARANCES

For the workman : Sh. R. K. Rana
For the management : Sh. G. C. Babbar

AWARD

Passed on 8-8-2006.

Central Govt. vide notification No.L-40012/192/2001/
IR(DU) dated 5-09-2001 has referred the following dispute
to this Tribunal for adjudication:

"Whether the action of the management of General
Manager, Telecom, Bhatinda in termination of
services of Sh. Biloo Singh S/o Sh. Bara Singh is just
and legal? If not, to what relief the workman is entitled
and from which date?"

2. The case taken up in Lok Adalat at the request of
the parties. The authorised representative of workman
Shri R. K. Rana withdraw the present reference vide his
statement recorded on 26-07-2006. In view of the same, the
present reference is returned as withdrawn in Lok Adalat.
Central Government be informed. File be consigned to
record.

Chandigarh
8-8-2006.

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 12 सितम्बर 2006

का.आ 3966.—औद्योगिक विवाद अधिनियम, 1947
(1947का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर
संचार विभाग के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों
के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार
औद्योगिक अधिकरण/श्रम न्यायालय नं.-I, चण्डीगढ़ के पंचाट (संदर्भ
संख्या 303/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को
12-9-2006 को प्राप्त हुआ था।

[सं. एल-40012/190/2001-आई आर(डी यू)]
सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 12th September, 2006

S.O. 3966.— In pursuance of Section 17 of the
Industrial Disputes Act, 1947 (14 of 1947), the Central
Government hereby publishes the award (Ref. No. 303/
2001) of the Central Government Industrial Tribunal-cum-
Labour Court, No. I, Chandigarh as shown in the Annexure
in the Industrial Dispute between the employers in relation
to the management of Telecom Department and their
workman, which was received by the Central Government
on 12-9-2006.

[No.L-40012/190/2001-IR (DU)]

SURENDRA SINGH, Desk Officer

300991/06-11

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING
OFFICER, CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT -I,
CHANDIGARH

Case No I. D. 303/2001

Sh.Pardeep Kumar S/o Sh Mehar Singh C/o Sh. N.K.Jeet,
27349, Lal Singh Basti Road,
Bhatinda (Pb.) 151001.

Applicant

Versus

1. The General Manager, Telecom., E 10-B Building,
Bhatinda, (Punjab) 151001.

Respondent

APPEARANCES

For the workman : Sh. R. K. Rana
For the management : Sh. G. C. Babbar

AWARD

Passed on 8-8-2006

Central Govt. vide notification No.L-40012/190/2001-
IR(DU) dated 5-09-2001 has referred the following dispute
to this Tribunal for adjudication:

"Whether the action of the management of General
Manager, Telecom, Bhatinda in termination of
services of Sh.Pardeep Kumar S/o Sh.Mehar Singh
is just and legal? If not, to what relief the workman is
entitled and from which date?"

2. The case taken up in Lok Adalat at the request of
the parties. The authorised representative of workman
Shri R.K.Rana withdraw the present reference vide his
statement recorded on 26-07-2006. In view of the same, the
present reference is returned as withdrawn in Lok Adalat.
Central Government be informed. File be consigned to
record.

Chandigarh
8-8-2006.

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 12 सितम्बर, 2006

का.आ 3967.—औद्योगिक विवाद अधिनियम, 1947
(1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर
संचार विभाग के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों
के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार
औद्योगिक अधिकरण/श्रम न्यायालय नं.-I, चण्डीगढ़ के पंचाट (संदर्भ
संख्या 305/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को
12-9-2006 को प्राप्त हुआ था।

[सं. एल-40012/180/2001-आई आर(डी यू)]
सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 12th September, 2006

S.O. 3967.— In pursuance of Section 17 of the
Industrial Disputes Act, 1947 (14 of 1947), the Central
Government hereby publishes the award (Ref. No. 305/

2001) of the Central Government Industrial Tribunal-cum-Labour Court, No. I, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Department and their workman, which was received by the Central Government on 12-9-2006.

[No. L-40012/180/2001-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Case No. I. D 305/2001

Sh. Ashwani Kumar S/o Late Sh Brij Lal C/o Sh. N. K. Jeet, 27349, Lal Singh Basti Road, Bhatinda (Pb.) 151001

...Applicant

Versus

1. The General Manager, Telecom., E 10-B Building, Bhatinda, (Punjab) 151001.

.....Respondent

APPEARANCES

For the workman : Sh. R. K. Rana

For the management : Sh. G. C. Babbar

AWARD

Passed on 8-8-2006

Central Government vide notification No.L-40012/180/2001/IR(DU) dated 5-09-2001 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of General Manager, Telecom, Bhatinda in termination of services of Sh. Ashwani Kumar S/o Late Sh. Brij Lal is just and legal? If not, to what relief the workman is entitled and from which date?"

2. The case taken up in Lok Adalat at the request of the parties. The authorised representative of workman Shri R. K. Rana withdraw the present reference *vide* his statement recorded on 26-07-2006. In view of the same, the present reference is returned as withdrawn in Lok Adalat. Central Government be informed. File be consigned to record.

Chandigarh
8-08-2006

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 12 सितम्बर, 2006

आ.अ. 3968.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-I, चण्डीगढ़ के पंचाट (संदर्भ

संख्या 291/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-9-2006 को प्राप्त हुआ था।

[सं. एल-40012/195/2001-आई आर(डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 12th September, 2006

S.O. 3968.— In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 291/2001) of the Central Government Industrial Tribunal-cum-Labour Court, No. I, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Department and their workman, which was received by the Central Government on 12-9-2006.

[No. L-40012/195/2001-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Case No I.D. 291/2001

Sh. Sahas Pal S/o Sh Tribhan Singh C/o Sh. N. K. Jeet, 27349, Lal Singh Basti Road, Bhatinda (Pb.) 151001.

.....Applicant

Versus

1. The General Manager, Telecom., E 10-B Building, Bhatinda, (Punjab) 151001.

.....Respondent

APPEARANCES:

For the workman : Sh. R. K. Rana

For the management : Sh. G. C. Babbar

AWARD

Passed on 8-8-2006

Central Government *vide* notification No.L-40012/195/2001/IR(DU) dated 5-09-2001 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of General Manager, Telecom, Bhatinda in termination of services of Sh. Sahas Pal S/o Sh. Tribhan Singh is just and legal? If not, to what relief the workman is entitled to and from which date?"

2. The case taken up in Lok Adalat at the request of the parties. The authorised representative of workman Shri R. K. Rana withdraw the present reference *vide* his statement recorded on 26-07-2006. In view of the same, the present reference is returned as withdrawn in Lok Adalat. Central Government be informed. File be consigned to record.

Chandigarh
8-08-2006.

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 12 सितम्बर, 2006

का.आ 3969.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.- I, चण्डीगढ़ के पंचाट (संदर्भ संख्या 103/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-9-2006 को प्राप्त हुआ था।

[सं. एल-40012/22/2002-आई आर(डी यू)]

सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 12th September, 2006

S.O. 3969.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 103/2002) of the Central Government Industrial Tribunal-cum-Labour Court, No. I, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Department and their workman, which was received by the Central Government on 12-9-2006.

[No. L-40012/22/2002-IR (DU)]

SURENDRA SINGH, Desk Officer
ANNEXURE

**BEFORE SHRI RAJESH KUMAR, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-1 CHANDIGARH.**

Case No I. D. 103/2002

Smt. Anju Bala D/o Om Parkash C/o Sh. N.K. Jeet, 27349,
Lal Singh Basti Road, Bhatinda (Pb.) 151001.

...Applicant

Versus

1. The General Manager, Telecom. BSNL, Ferozepur
(Punjab)

....Respondent

APPEARANCES:

For the workman : Sh. R.K. Rana
For the management : Ms. Deepali Puri

AWARD

Passed on 8-8-2006

Central Government vide notification No. L-40012/22/2002/IR(D.U) dated 7-06-2002 has referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of General Manager, Telecom, Ferozepur in termination of the services of Smt. Anju Bala D/o Sh. Om Parkash /clerk w.e.f. June, 98 is just and legal? If not, to what relief the workman is entitled to and from which date?"

2. The case taken up in Lok Adalat at the request of the parties. The authorised representative of workman Shri R.K. Rana withdraw the present reference vide his statement recorded on 26-07-2006. In view of the same, the present reference is returned as withdrawn in Lok Adalat. Central Government be informed. File be consigned to record.

Chandigarh

8-08-2006.

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 12 सितम्बर, 2006

का.आ 3970.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.- I, चण्डीगढ़ के पंचाट (संदर्भ संख्या 105/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-9-2006 को प्राप्त हुआ था।

[सं. एल-40012/20/2002-आई आर(डी यू)]

सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 12th September, 2006

S.O. 3970.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 105/2002) of the Central Government Industrial Tribunal-cum-Labour Court, No. I, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Department and their workman, which was received by the Central Government on 12-9-2006.

[No. L-40012/20/2002-IR (DU)]

SURENDRA SINGH, Desk Officer
ANNEXURE

**BEFORE SHRI RAJESH KUMAR, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-1
CHANDIGARH**

Case No I. D. 105/2002

Sh. Gajal Singh S/o Sh. Parkash Chand C/o Sh. N.K. Jeet,
27349, Lal Singh Basti Road, Bhatinda (Pb.) 151001.

....Applicant

Versus

1. The General Manager, Telecom. BSNL, Ferozepur
(Punjab)

.....Respondent

APPEARANCES:

For the workman : Sh. R. K. Rana
For the management : Ms. Deepali Puri

AWARD

Passed on 8-8-2006

Central Government vide notification No.L-40012/20/2002/IR(D.U) dated 07-06-2002 has referred the following dispute to this Tribunal for adjudication:

“Whether the action of the management of General Manager, Telecom, Ferozepur in termination the services of Sh. Gajal Singh S/o Sh. Parkash Chand, workman w.e. f. 5-3-99 is just and legal? If not, to what relief the workman is entitled to and from which date?”

2. The case taken up in Lok Adalat at the request of the parties. The authorised representative of workman Shri R. K. Rana withdraw the present reference vide his statement recorded on 26-07-2006. In view of the same, the present reference is returned as withdrawn in Lok Adalat. Central Government be informed. File be consigned to record.

Chandigarh

8-08-2006.

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 12 सितम्बर, 2006

का.आ 3971.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.- I, धनबाद के पंचाट (संदर्भ संख्या 140/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-9-2006 को प्राप्त हुआ था।

[सं. एल-40012/155/96-आई आर(डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 12th September, 2006

S.O. 3971.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 140/97) of the Central Government Industrial Tribunal-cum-Labour Court, No. I, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Department and their workman, which was received by the Central Government on 12-9-2006.

[No. L-40012/155/96-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1 AT DHANBAD****PRESENT**

Shri Sarju Prasad, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1) (d) of the I. D. Act., 1947

Reference No. 140 of 1997

Parties. Employers in relation to the Deptt. of Telecom Post & Telegraph Electrical Division, Ranchi and their workman.

APPEARANCES:

On behalf of the employers : Shri R. R. Nath,
Advocate

On behalf of the workman : Shri R. C. Sirkar,
Advocate

State : Jharkhand Industry : Post &
Telegraph

Dated Dhanbad the 30th August, 2006

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10 (1) (d) of the I. D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-40012/155/96 IR (D. U) dated, the 9th July, 1997.

SCHEDULE

“Whether the action of the Employers in relation to the Deptt. of Telecom Post & Telegraph Electrical Division, Ranchi in not allowing the workman, Sh. Satish Deo Ram to get him back in the employment was proper and justified? If not, to what relief the concerned workman is entitled?”

2. The case of the concerned workman is that his name along with four other persons were forwarded by Ranchi Employment exchange in response to the requisition of the Deptt. of India Post and Telegraph Assistant Engineer (Elec) P & T Electrical Sub-division, Ashok Nagar, Ranchi for suitable candidate for the post of Peon on daily wages basis. There was a selection committee and the committee interviewed all the candidates and selected the concerned workman Satish Deo Ram for the post of Peon on 24-1-83. His name was forwarded to the Executive Engineer Electrical P & T Electrical Division, Patna to issue appointment letter in favour of Satishdeo Ram. In the meantime he was directed by the Assistant Engineer (Electrical) P & T Elect. Sub-division, Ashok Nagar, Ranchi to join his duty in his office with assurance that his appointment letter will come in due course. His joining report dt. 2-3-82 was duly accepted by the said Assistant Engineer, Electrical. Thereafter he worked upto 6-9-84 continuously as a Peon on daily wages basis on which date he was orally terminated from service. Thus he had continuously worked for 2 years six months and four days satisfactorily and a certificate has been issued to this effect. The concerned workman has been terminated from service without complying the provision of law and without assigning any reason or giving any notice or any compensation what so ever it may be.

3. The concerned workman knocked the door of the Executive Engineer Electrical several times but with no result. Then he filed a Writ Petition before the Hon'ble High Court, Ranchi Bench but that was dismissed with remark "that since the concerned workman was not given any appointment letter, therefore, the Hon'ble Court will not interfere into the matter." Thereafter this dispute was raised and referred to this Tribunal.

4. The case of the management is that Deptt. of Post and Telegraph is not industry and therefore this dispute is not maintainable. Their further case is that the concerned workman was not retrenched or terminated from service rather he himself has abandoned the service and left reporting for duty. Therefore, there is no question of any notice or notice pay etc. and the concerned workman is not entitled to get any relief.

5. The management too has admitted that the management has requisitioned the names of suitable candidates for the post of Peon in the Office of the Assistant Engineer (Elect.) Sub-division of Post and Telegraph and pursuance of that the name of the concerned workman along with four others was sponsored by the Employment Exchange, Ranchi. It is also admitted that the concerned workman was selected in an interview by the Selection committee and his name was forwarded to the Executive Engineer, Electrical Division, Patna of the Post and Telegraph for his appointment. But the appointment letter was not issued for some reason or other best known to the management. It is further admitted that the concerned workman had worked in the office of the Assistant Engineer (Electrical) Sub-division of the Post Telegraph at Ashok Nagar, Ranchi, for more than two years continuously but according to the concerned workman he was orally stopped from work whereas the management has stated that he has abandoned the service and did not report for duty.

6. It is admitted that the management has not complied with the mandatory provision of Section 25F of the I. D. Act, 1947 before dispensing with or terminating his service. It is well settled principle of law that any termination, retrenchment or stoppage of work without notice or notice pay and compensation as prescribed under Section 25F of the I. D. Act, 1947, who had completed 240 days attendance in a calendar year just before his retrenchment or termination; is void ab initio. The management has not examined the Asstt. Engineer (Electrical) under whom he was working right from 2-3-82 to 6-9-84 to prove that the concerned workman had himself abandoned his employment. The management has not even issued any notice directing him to report for duty otherwise it will be presumed that he had abandoned his employment. The management has examined one Bijayananda Mahato who is the Present Assistant Engineer (Electrical). From his evidence it appears that at that time Mr. R. K. Saha was the Assistant Engineer but Shri Saha has not been examined to say that the concerned workman has abandoned his employment. On the other hand he has granted a certificate

of satisfactory service to the concerned workman which has been marked as Ext. W-1, on being testified by MW-1. The management has not even produced any attendance register maintained by it with respect to the concerned workman. Therefore, I find that management has failed to prove that the concerned workman has abandoned employment suo moto and he was not retrenched.

7. The concerned workman Shri Satish Deo Ram has clearly stated that he was terminated with effect from 6-9-84 without any notice or notice pay or any compensation. Therefore, for the reasons mentioned above the concerned workman has been retrenched from service by the management without compliance of Section 25F of the I. D. Act, 1947 and therefore, retrenchment of the concerned workman is void ab initio and is entitled for reinstatement.

8. Before parting with the discussion it is worth to mention that initially the management has taken a plea that the management of Post and Telegraph is not an industry, therefore, this reference is not maintainable. But at the time of hearing this plea has not been pressed nor any ruling has been filed in support of their plea.

In the result, the following Award is rendered :—

"The action of the Employers in relation to the Deptt. of Telecom Post and Telegraph Electrical Division, Ranchi in not allowing the workman, Shri Satish Deo Ram to get him back in the employment is not proper and justified. The management must reinstate him without back wages within 30 days from the date of publication of the Award."

SARJU PRASAD, Presiding Officer

नई दिल्ली, 13 सितम्बर, 2006

का.आ 3972.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिन्दुस्तान पेट्रोलियम कारपोरेशन लिमिटेड के प्रबंधन के संबंध में निोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली के पंचाट (संदर्भ संख्या 61/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-9-2006 को प्राप्त हुआ था।

[सं. एल-30012/5/2003-आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 13th September, 2006

S.O. 3972.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 61/2003) of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of H P C L and their workman, which was received by the Central Government on 13-9-2006.

[No. L-30012/5/2003-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II
NEW DELHI****R. N. RAI, Presiding Officer :****I.D. No.61/2003**

In the matter of : -

Shri Jitender Mathuria,
C/o. Petroleum Workers' Union,
C-160, Sarvodaya Enclave,
New Delhi - 110017.

VERSUS

The General Manager,
M/s. Hindustan Petroleum Corporation Ltd.,
11th Floor, Tower-I,
124, Indira Chowk,
New Delhi - 110001.

AWARD

The Ministry of Labour by its letter No. L-30012/5/2003-(IR (M) Central Government dt. 22-04-2003 has referred the following point for adjudication.

The point runs as hereunder :—

"Whether the action of the management of Hindustan Petroleum Corporation Limited, Assandha Bahadurgarh in terminating the services of Jitender Mathuria, S/o. Shri Radhy Sham a general workman w.e.f. 31-01-2000 is just and legal? If not, to what relief the workman is entitled?."

The workman applicant has filed claim statement. In the claim statement it has been stated that the workman - Employee No. 541982— hereinafter referred as the "workman" was employed by the Corporation as General Workman—at their LPG Plant at Village Asauda on 28-04-1998, and was working as a regular and confirmed employee with the management in the North Zone of the Corporation. He is a member of Petroleum Workers' Union, C-160, Sarvodaya Enclave, New Delhi - 110017.

That the services of Shri Jitender Mathuria were terminated by the Corporation through an order of Shri S. Venkat, Chief General Manager, O & E & LPG & Disciplinary Authority who terminated the services of the workman in question on the basis of average charge sheet and the domestic inquiry not conducted under the principles of natural justice on the basis of baseless charges levelled against him.

The father of the workman - Shri Radhey Shyam was serving the Corporation for a number of years and was posted as a Peon at Corporation's office at UCO Bank Building, Sansad Marg, New Delhi - 110001. He expired during service on 20-02-1997 due to heart attack. He left a family of six members - his wife about 80 years old father

and mother, two sons and a daughter of marriageable age, with no earning member in the family to supplement the loss of income from the bread winner to relieve the economic distress of the members of the family.

The management of M/s. Hindustan Petroleum Corporation signed a Long Term Settlement with All India Unions, under the provisions of ID Act, 1947 on April 13, 1983. Clause 24.1 of the said Long Term Settlement reads as under :—

24.1. "In case of death or permanent total disablement of a workman during service, one of the dependents i.e. wife, son or unmarried daughter will be provided with a job by the Corporation on compassionate grounds within one year commensurate with the qualification and experience provided he/she is otherwise eligible for employment. If there is no regular vacancy a supernumerary post will be created to be adjusted as soon as the regular vacancy arises. Detailed procedure in this regard will be laid down by the Corporation in consultation with the union."

In compliance with the provisions of the above Long Term Settlement the Corporation signed a settlement with All India Unions on 27th June, 1984, laying down the procedure to be followed for employment of dependents of workman, who die in service directing that within one month of such incident, the location will receive applications from Spouse/Son/Unmarried daughter of the concerned employee and within two months of receipt of application scrutinize the application and arrange for interview and medical examination to prove a job commensurate with his/her qualifications. If there is no regular vacancy, a supernumerary post will be created to be adjusted as soon as a regular vacancy arises.

To the prejudice of the workman, the local management acted in a biased way and did not comply with the procedure laid down in the settlement to provide a job on compassionate grounds.

Under the provisions of the above Long Term Settlement and a subsequent settlement, the workman's widowed mother Smt. Lata made a number of submissions that her son Jitender Mathuria be given appointment on compassionate grounds in place of her husband in UCO Bank Building Office, in Parliament Street, New Delhi or at least anywhere in Delhi to enable him to look after the bereaved family, but her submissions were all turned down, in violation of the above two settlements.

The appointment letter No.MNZ:VTJ:REC dated 27-03-1998 was issued to him compelling him to join at Asauda Village in Bahadurgarh LPG Plant in the State of Haryana after 14 months.

The workman's mother strongly objected to this offer, as her son was being compelled to report for duty 54/55 Kms. away from his residence. In the morning shift at 6.30 AM to leave from his residence at 4.00 AM and in the

evening shift when he was relieved after 10.30 PM to reach his residence at about 1.00 AM, the next day and it was very difficult for a boy of 18 years, who had just completed school studies to cover long distance daily.

But the management mercilessly rejected her two letters dated 01-04-1998 and 06-04-1998 referred in their letter MNZ:P&A:RGG dated 17th April, 1998 with the threat that if her son does not accept their proposition to join within 30 days of the date of appointment letter by 28-04-1998 the offer of appointment on compassionate grounds will automatically close.

The Hon'ble Tribunal would kindly observe, that the workman to be provided with a job on compassionate grounds, was a school going child at the age of about 18/19 years, was being compelled to join his services at a distance of 55 Kms. away from his residence in the State of Haryana. The corporation could very well appoint him in Delhi in the existing vacancies during the period 20-02-1997 (the date of expiry of the father of the workman) and 28-04-1998 (the date he was compelled to join in the State of Haryana, but he was bluntly refused to give him a job in Delhi. The Corporation was expected to create a supernumerary position in Grade M-01 under the provisions of the settlements signed by the management with the Unions on 13-04-1983 & 27-06-1984. Compelling the workman to join as General Workman in Grade M-01 in the State of Haryana in remote village of Asauda at long distances was unreasonable, unjustified and illegal.

The management was well aware that in compelling to join his duties at village Asauda the workman had to work in distress and cover long distance of 110 Kms. round trip daily in traveling at odd hours, out of which 55 Kms. from 4 AM to 6.30 PM if deputed in the morning shift and 55 Kms. from 11.00 PM to 1.00 AM if deputed to work in the second shift after filling LPG Cylinders for 8 hours continuously.

The Hon'ble Tribunal would kindly realize that the local management did not provide the workman a job in Delhi in the vacancy caused after his father's death or anywhere in Delhi State on compassionate grounds as agreed in the settlements signed by the management with All India unions. They compelled him to do arduous traveling to let him fall sick more than normal. In such cases of casual sickness for a day or two, the workman used to apply immediately on joining and the management was collecting applications after his availing the leave, and was treating the sick leave as "sick leave without pay". There was no justification for the management to treat it as leave without sufficient grounds or proper or satisfactory explanation, and to use it as a tool to terminate the services of an innocent workman, who was the only earning member of the bereaved family of his father. The action of the management was un-reasonably unjustified and illegal.

The Disciplinary Authority observed in his order dated July 18, 2001 that from the records placed before him

he found that Shri Jitender Mathuria was issued charge sheet dated February 16, 2000 for allegedly remaining unauthorisedly absent from duties for about 101 days during the period 01-12-1998 to 31-01-2000.

The Disciplinary Authority erred in further observing in his order that the Inquiry was conducted in a free, fair and proper manner and in accordance with the principles of natural justice. The disciplinary authority did not notice the following irregularities.

The Learned Disciplinary Authority observed that at the beginning of the inquiry, Shri Jitender Mathuria was apprised about the charges, the proceedings of Inquiry will prove that the allegations is not correct. He was not at all apprised about the charges.

The Disciplinary Authority observed that Shri Jitender Mathuria attended the two proceedings on 18-07-2000 and 28-08-2000. However, Defence Counsel, Shri Mahavir Prasad attended the hearing held on 20-09-2000 and 19-10-2000. The inquiry proceedings would show that Shri Mahavir Prasad was also present on 18-07-2000. For 28-08-2000 no information was given to Shri Mahavir Prasad. His leave was sanctioned for 28-08-2000 by the Plant Manager to blame the workman that he did not bring his D.C. along with him.

On all these dates, the Presenting Officer did not choose to produce any document or witnesses or examine any documents or witnesses to prove the allegations made in the charge sheet nor given an opportunity to the Defence Counsel to cross examine the witnesses, under the principles of natural justice.

The Presenting Officer did not produce any list of documents or the list of witnesses he relied upon to prove the charges made in the charge sheet. When the Presenting Officer did not lead any evidence whatsoever, to prove the charges, there is no justification for the Disciplinary Authority to say that the charges were proved.

The Presenting Officer in his summation report that on 20-10-2000, P.O. was asked by the Inquiry Officer to present the case ex-parte. When neither the D.E. nor D.C. were allowed to be participated but did not disclose what transpired in ex-parte proceedings and avoided to state on earlier four dates when either D.E. or D.C. or both were present.

The Learned Inquiry Officer stated in his inquiry report that on 20-10-2000 "Presenting Officer was asked whether or not he wanted to place evidence on the case. To this Presenting Officer had conveyed in negation."

It was held by the Hon'ble Supreme Court of India in the case of Bharat Sugar Mills Limited Vs. Jaisingh (196) 2 LLJ 644 SC. "When the inquiry consisting of bringing certain reports by officers on record only without examining them or allowing worker to cross examine them the inquiry is defective."

The Disciplinary Authority observed that on conclusion of inquiry proceedings, the Inquiry Officer submitted his report vide letter dated 13-02-2001, wherein he had concluded that charges levelled against Shri Jitender Mathuria vide charge sheet dated 16-02-2000 are proved and Shri Jitender Mathuria is guilty of the same. Though the inquiry had in the concluding para had stated that he is of the view that the charges levelled against the employee are true and the Presenting Officer has been able to prove the same, he was not clarified when the Presenting Officer did not examine any documents or lead any evidence during the proceedings and did not give an opportunity to the Defence Counsel to cross examine them, what was the basis of forming such an opinion/view.

The Disciplinary Authority observed that the medical certificates attached by Shri Jitender Mathuria are basically letters from a Doctor advising him rest, no other certificates like pathological test reports, line of treatments, prescriptions etc. are attached, hence cannot be relied upon.

The management has filed written statement. In the written statement it has been stated that the appropriate Government has made the present reference mechanically, without application of mind and without considering the facts and circumstances of the present case.

That the reference as has been made by the appropriate Government is bad and *void ab initio*. It is stated that the appropriate Government has referred the issue of alleged termination of service of the claimant with effect from 31-01-2000. It is categorically stated that the management had never terminated the service of the claimant, much so on 31-01-2000. Further the claimant was admittedly in the service of the management till 18-07-2001, when the management after conducting fair and proper Domestic Inquiry discharged him from the services. As such the question of termination of service of the claimant on 31-01-2000 does not arise. Since there was no termination of the services of the claimant on 31-01-2000, the present terms of reference is bad and liable to be rejected. The terms of reference is liable to be decided in favour of the management.

That the claimant through the present proceedings is trying to raise issues, which are wholly beyond and unconnected to the terms of reference and cannot be adjudicated by the Hon'ble Tribunal as the same is not permissible. It is stated that the claimant is trying to challenge the fair and proper Domestic Inquiry conducted by the management after 31-01-2000. It is stated that the claimant was in the service of the management till 18-07-2001 and the question of termination of services on 31-01-2001 does not arise. The claimant cannot be allowed to challenge the fair and proper Domestic Inquiry conducted by the management after 31-01-2000 and raise extraneous issues, which are beyond the terms of reference. The present term of reference is bad and liable to be rejected on this ground also.

Without prejudice to the aforementioned Preliminary Objections, which are without prejudice to each other, the management craves leave of the Hon'ble Tribunal to state certain material facts, which are necessary for the purpose of present matter.

The claimant was appointed on 27-03-1998 and was asked to join the LPG Plant located at Bahadurgarh, Haryana. The claimant was given the appointment on compassionate ground. The claimant was posted at Bahadurgarh Plant of the management, as no vacancy was available in Delhi.

That the performance of the claimant was not satisfactory and he used to be un-authorisedly absent from duties. In fact the claimant was un-authorisedly absent from duty for 101 days during the period 01-12-1998 to 31-01-2000. The management issued various communications to the claimant from 02-02-1999 to 16-12-1999 informing him about his un-authorised absence. However, the claimant did not report for duty and continued to un-authorisedly absent from work.

Finally the management issued a charge sheet dated 16-02-2000 in terms of clause 31 (7) of the Certified Standing Orders to the claimant whereby he was asked to submit his explanation within 72 hours or receipt of the charge sheet. On 25-03-2000 the claimant filed reply to the charge sheet whereby he admitted the charges levelled against him and requested the management to condone his mistake.

The explanation given by the claimant was found to be un-satisfactory and it was decided to conduct a Domestic Inquiry in respect of charges contained in the charge sheet. Shri A. K. Maji, Plant Manager, Jind was appointed Inquiry Officer by the management.

On 06-07-2000 the Inquiry Officer wrote a letter to the claimant informing him about his appointment as Inquiry Officer and also informing him that inquiry proceeding would be held on 18-07-2000. The inquiry proceedings were held on 18-07-2000, 28-08-2000, 20-09-2000, 19-10-2000 & 30-10-2000. The claimant attended the inquiry proceedings on 18-07-2000 and 28-08-2000. The claimant apprised about the charges and was also informed about his right to engage Defence Counsel. At the request of the claimant, he was provided with a Hindi Translation of the charge sheet and the proceedings were also conducted in Hindi. The claimant attended only two proceedings and did not attend the inquiry proceedings thereafter even though intimation was sent to his residence through Registered A.D. and U.P.C. However, his representative appeared before the Inquiry Officer on 20-09-2000 and 19-10-2000 and expressed his inability to pursue the proceedings as the claimant was not reporting for duty. The representative of the management in the course of inquiry proceedings brought on record various letters written to the claimant regarding the un-authorised absence. The attendance muster of the claimant for the

period December 1998 to January 2000 was also brought on record during the inquiry proceeding.

The Inquiry Officer submitted his report to the Disciplinary Authority on 13-02-2001 whereby it was found that the charges levelled against the claimant had been proved. A copy of the report of the Inquiry Officer was sent to the claimant on 12-03-2001 and the Disciplinary Authority sought his explanation.

The claimant wrote a letter dated 20-04-2001 stating inter-alia that in the inquiry report exact dates of his unauthorised absence were not mentioned and also that Hindi translation of chargesheet was provided to him only on 16-02-2000. The claimant sought excuse for his mistake and promised not to repeat such mistakes in future.

The Disciplinary Authority after careful consideration of inquiry proceedings and other material on record and also contentions raised by the claimant in his letter dated 20-04-2001 gave a reasoned and speaking order on 18-07-2001 concurring with the findings of the inquiry officer and imposed the punishment of discharge from the services of the management upon the claimant in terms of Clause 32(1) (f) of the Certified Standing Orders applicable to the claimant.

The claimant filed an appeal before the Appellate Authority on 08-08-2001 whereby he raised various contentions and requested the Appellate Authority to set aside the punishment imposed by the Disciplinary Authority.

The Appellate Authority vide detailed order dated 26-04-2002 considered the various contentions raised by the claimant and held that a fair and proper inquiry had been conducted in accordance with the principles of natural justice and provisions of the Standing Orders. It was also held that there was no justification for modifying the punishment imposed upon the claimant and accordingly the appeal was dismissed.

The management had considered all the mitigating circumstances of the case as well as the past conduct of the claimant in awarding the punishment. The action taken by the management is bona fide, justified and lawful and needs no interference at all. It is submitted that the management relies on the inquiry proceedings, its record, the report submitted by the Inquiry Officer, the order of the Disciplinary Authority as well as the Appellate Authority.

Without prejudice to the aforesaid it is submitted that in case the inquiry is found to be defective/vitiated for any reasons whatsoever, the management craves leave of the Hon'ble Tribunal to prove the charges levelled against the claimant by leading evidence before the Hon'ble Tribunal and prays for an opportunity for the same.

Without prejudice to the aforesaid preliminary objections and the material facts stated hereinbefore, which are without prejudiced to each other, the reply para-wise to the statement of claim filed by the claimant is given hereinafter.

It is denied that the management through an order of the Disciplinary Authority terminated the services of the claimant. It is specifically denied that the services of the claimant were terminated on the basis of a vague charge sheet. It is denied that the Domestic Inquiry was not conducted in accordance with principles of natural justice. It is denied that the charges levelled against the claimant were baseless. The management craves leave of the Hon'ble Tribunal to read the contents of proceeding paras as part of the para under reply as the same are not being repeated herein for the sake of brevity.

It is denied that the management acted in a biased manner or did not comply with the procedure laid down in the settlement. It is denied that the mother of the claimant made a request for an appointment of her son on compassionate grounds in Delhi. It is denied that the request of the mother was turned down in violation of the settlements.

It is denied that the management mercilessly rejected the letters written by the mother of the claimant. It is denied that the management had issued any threat forcing the claimant to join his duties at Bahadurgarh.

It is denied that the claimant used to go to school at the time he was given the job on compassionate grounds. It is denied that the distance between the place of work and the place of residence of the claimant was 55 Kms. It is denied that the management could have appointed the claimant in Delhi or there were vacancies existing at Delhi between 20-02-1997 and 28-04-1998. It is denied that the management was required to create a supernumerary position under the provisions of settlement. It is denied that compelling the claimant to join duties at Bahadurgarh was unreasonable, unjustified and illegal as alleged. It is denied that the management was aware of the distress of the claimant in joining his duties at Bahadurgarh. It is denied that the claimant apprised the management about the difficulty faced by him in commuting to his place of work. It is stated that at the relevant time there was no vacancy except at Bahadurgarh LPG Plant and the management with a view to comply with its obligations for compassionate appointment posted the claimant to a town adjoining the city of Delhi, which comes within the National Capital Region (NCR). It is denied that the claimant was compelled to travel arduously as alleged. On the contrary, the management provided the facility of Company Bus to the claimant for taking him from Delhi to Bahadurgarh. It is denied that the claimant used to apply immediately for grant of leave on medical grounds. It is denied that there was no justification for treating the leave as a leave without pay. It is denied that the action of the management was unreasonable, unjustified and illegal.

The workman applicant has filed rejoinder. In the rejoinder he has reiterated the averments of his claim

statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

The preliminary issue regarding fairness of the inquiry was decided by order dated 27-06-2005. The inquiry was found vitiated as the medical certificates and leave applications submitted by the workman have not been considered. The management was permitted to adduce additional evidence. Additional evidence of both the parties has been taken.

It was submitted from the side of the workman that he was given appointment on compassionate grounds in place of his father. His father expired, so the mother of the workman submitted application for giving compassionate appointment to this workman. Appointment letter dated 27-03-1998 was issued to him to join at Asauda Village in Bahadurgarh, LPG Plant in the State of Haryana after 14 months.

It was submitted that the workman at that time was a boy of 18-19 years. He has been provided job at a distance of 55 Kms. from his residence. He should have been appointed in the existing vacancy of his father in Delhi but job to him in Delhi was refused on extraneous consideration. He was compelled to join at Asaudha Village and he undertook arduous journey in odd time from the place of his residence to place of his employment.

It was argued by the management that there was no post in Delhi so compassionate appointment was given in Asaudha Village. Compassionate appointment is always a compassionate appointment and the workman cannot claim to be posted at a particular place. He was provided job where vacancies existed.

It was further submitted from the side of the management that he was un-authorisedly absent for 101 days from December 1998 to January 2000 and this habitual absence without leave is misconduct as per Clause 31 (7) of the Certified Standing Orders applicable in the case of the workman.

It was further submitted that the workman submitted a letter that his village is at a distance of 55 Kms. from the place of his employment. So he could not reach the place of employment on account of illness and he could not submit letters regarding his absence in time. He has prayed for pardon and he has promised that he will never commit such mistakes again. I have perused the inquiry proceedings. The letters, applications and the medical certificates have been mentioned in the application dated 16-02-2000 but it was not placed on the file of the inquiry and the leave applications of the workman and his medical certificate have not been considered.

It was submitted from the side of the workman that he fell ill so he could not get leave sanctioned.

It is proved from own letter of the workman that he could not get leave sanctioned from time to time as his place of employment was situated at a distant place. The workman has admitted that he was on unauthorised leave on several occasions. The management has not considered the leave applications of the workman.

It was the duty of the workman to get leave sanctioned every time he was absent. It is not ground that his residence is at a distance of 55 kms. so he could not get leave sanctioned before proceeding on leave. The workman on various occasions was absent without sanctioned leave. He has filed applications along with medical certificates regarding his illness and the same should have been considered in the inquiry report.

It is true that an employee should not remain absent without sanctioned leave. If an employee remains absent without sanctioned leave that absence is treated as unauthorised absence. This workman has committed this mistake several times as has been admitted by him in his letter dated 16-02-2000 but he has proved that he was sick so he could not obtain prior sanctioned leave. In the facts and circumstances of the case the management should have considered his applications supported by medical certificate for medical leave. He appears to be a habitual absentee. But he has filed medical certificates in support of his leave.

It appears that the leave applications of the workman were not considered as the same were not supported by pathological test etc. A poor workman cannot get himself pathological examined. So pathological report is not necessary for sanction of medical leave. The workman has admitted that on several occasions he could not get leave sanctioned. This is a misconduct on the part of the workman but this misconduct is not so punishable. Discharge is not proportionate punishment. He should have been awarded a lesser punishment. In the facts and circumstances of the case the workman deserves to be reinstated without any back wages and without any consequential benefits.

It appears that there is mistake regarding date in the reference. The workman was really discharged from service on 18-07-2001.

The reference is replied thus :—

The action of the management of Hindustan Petroleum Corporation Limited, Assandha Bahadurgarh in terminating the services of Jitender Mathuria, S/o. Shri Radhy Sham a general workman w.e.f. 31-01-2000 is neither just nor legal. The respondent/management is directed to reinstate the workman without any back wages and without any consequential benefits within two months from the date of the publication of the award.

Award is given accordingly.

Date : 07-09-2006

R. N. RAI, Presiding Officer

नई दिल्ली, 14 सितम्बर, 2006

का.आ 3973.—औद्योगिक विवाद अधिनियम, 1947 (1947का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, कन्ट्रोलर ऑफ क्वालिटी एश्युरेन्स (इंस्ट्रुमेंट), रायपुर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ग्राम न्यायालय नं.-I, नई दिल्ली के पंचाट (संदर्भ संख्या 46/95) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-9-2006 को प्राप्त हुआ था।

[सं. एल-14012/2/94-आई आर(डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 14th September, 2006

S.O. 3973.— In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 46/95) of the Central Government Industrial Tribunal-cum-Labour Court, No.-I, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Controller of Quality Assurance (Instruments), Raipur and their workman, which was received by the Central Government on 14-9-2006.

[No. L-14012/2/94-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI SANT SINGH BAL, PRESIDING
OFFICER, CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT NO. I,
NEW DELHI

I. D. No. 46/95

In the matter of dispute between:

Shri Birender Singh Karki,
Village Kidduwala,
P.O. Ranjhawala-
Dehradun -248008

—Workman

Versus

Controller of Quality Assurance
(Instruments) Raipur,
Dehradun 248008.

—Management

APPEARANCES

None for the workman

Shri N. S. Chaudhary for the management.

AWARD

The Central Government in the Ministry of Labour vide its Order No.L. 14012/2/94-IR(DU) dated 22-3-95 has referred the following industrial dispute to this Tribunal for adjudication :

“Whether the action of the management of Quality Assurance (Instruments) Raipur, Dehradun in

terminating the services of Shri Birender Singh Karki, Casual Mazdoor w.e.f. 3.1.93 is legal and justified? If not, to what relief the workman is entitled to?”

2. Brief facts of this case as culled from record are that the workman claims that he was employed from the year 1982 and remained in service for a period of more than 11 years which fact has been mentioned by the management- employer in their annexure A and he worked during the preceding year for 239 days. His services were terminated on 16-7-93 without notice and notice pay and compensation and without complying with the provisions of I.D. Act and that this act of the department is illegal and unjustified. His case was not considered with sympathy and sincerity with which he worked was not taken into consideration as other persons similarly situated were regularized whereas he was not regularized and he claims reinstatement w.e.f. 17-7-93 with full back wages and also claims that he be regularised in view of his long spell of service from 1982 to 16-7-93 and he be allowed benefit of wages from the said date.

3. The case has been contested by the management by filing written statement stating therein that some casual employees were employed on casual basis including Shri Birender Singh Karki employed purely on casual basis and purely on local narrick rates of wage and not on salaries basis from time to time and that these casual labourers have no claim for permanent status and that the workman Birender Singh did not serve for more than 240 days in any consecutive years and his services could not be regularized and this case was referred to the Head Quarters to be taken up with Ministry of Defence for absorption as a labourer as a special case. However, he was not fulfilling the laid down condition and could not be employed on regular basis. It is also stated that the workman was employed in this establishment only for 4 days in a week purely on casual basis on the local narrick rates of wage and not on salary basis. In view of the above stated facts the claim of the workman is sought to be dismissed.

4. Written statement was followed by rejoinder wherein the controverted facts of the written statement were refuted and the averments made in the claim statement were reiterated to be correct.

5. After completion of the pleadings both the parties adduced evidence. On behalf of workman claimant Shri M. S. Basnet, Attorney of the workman examined himself as WW1 while Shri M.K. Ganju, Deputy Controller of the respondent was examined as MW 1.

6. After closure of evidence arguments were heard at length.

7. I have given my thoughtful consideration to the contentions raised on either side and perused the record meticulously.

8. WW1 Shri M.S. Basnet, Attorney of the workman has stated that the workman was employed as casual

mazdoor from 1982 to 1993 and he worked for 239 days continuously in the year 1989 and he also stated that management considered other workmen namely S/Shri Bhagwan Singh and Kailash juniors to Shri Birendra Singh Karki for the post of Chowkidar and Bearer respectively and accommodated them on regular basis. Whereas the workman Shri Birender Singh has been left out though he was senior most worker which is a departure of rule. This fact is also admitted. On the contrary the management has admitted that the workman was engaged as Mazdoor on casual basis but he has not worked for 240 days in any year. The workman has also furnished the list of the number of days of each year for which the workman has worked. He has admitted in his claim statement and has also referred to the said list and the said list is mentioned as below :

D. O. Pt. II	No. 01, dt. 6-1-89	5 days
"	02, dt. 14-1-89	5 days
"	03, dt. 20-1-89	5 days
"	04, dt. 30-1-89	5 days
"	05, dt. 6-2-89	5 days
"	06, dt. 13-2-89	5 days
"	07, dt. 17-2-89	5 days
"	08, dt. 28-2-89	5 days
"	09, dt. 4-3-89	5 days
"	10, dt. 14-3-89	5 days
"	11, dt. 18-3-89	5 days
"	12, dt. 28-3-89	5 days
"	13, dt. 03-4-89	5 days
"	14, dt. 7-4-98	5 days
"	15, dt. 15-4-89	5 days
"	16, dt. 25-4-89	5 days
"	17, dt. 29-4-89	5 days
"	18, dt. 9-5-89	5 days
"	19, dt. 15-5-89	5 days
"	20, dt. 22-5-89	5 days
"	21, dt. 3-6-89	5 days
"	22, dt. 30-6-89	15 days
"	23, dt. 28-7-89	20 days
"	24, dt. 14-8-89	10 days
"	25, dt. 27-8-89	8 days
"	26, dt. 30-9-89	19 days
"	27, dt. 14-10-89	9 days
"	28, dt. 30-10-89	10 days
"	29, dt. 10-11-89	10 days
"	30, dt. 12-89	14 days
"	31, dt. 30-12-89	19 days
	Total days	<u>239 days</u>

Number of days mentioned therein stands proved. From the perusal of this list it appears that the workman has not completed 240 days preceding his termination in July, 1993. He has worked for 117 in the year 1993. Thus it is proved that the workman was a casual worker and he has not worked for 240 days in the preceding and in any of the years. No notice or notice pay or compensation was required to be given to him or to be reinstated in service. There is thus no violation of the provisions contained in Section 25F of the I.D. Act. Regarding discrimination it is pertinent to mention that it has also come in evidence that the name of the workman was referred to the senior officer for consideration on regular basis but he could not be considered as he did not fulfil requisite qualification. Thus it cannot be said that any discrimination has been meted out to him. In view of the above discussion I am of the opinion that the workman is not entitled to the reinstatement and even regularization and the action of the management in terminating his service is legal and justified and he is not entitled to any relief. Reference is answered accordingly.

Dated 7-9-2006

S. S. BAL, Presiding Officer

नई दिल्ली, 14 सितम्बर 2006

का.आ. 3974.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रिन्सीपल, केन्द्रीय विद्यालय के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय, पुणे के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-9-2006 को प्राप्त हुआ था।

[सं. एल-42012/41/97-आई आर(डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 14th September, 2006

S.O. 3974.— In Pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Labour Court, Pune as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Principal, Kendriya Vidyalaya and their workman, which was received by the Central Government on 14-9-2006.

[No.L-42012/41/97-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE**BEFORE SHRI G. S. SANKHADE, PRESIDING
OFFICER, 3RD, LABOUR COURT AT PUNE****Reference (IDA) No. 296/1998**Principal Kendriya Vidyalaya,
BEG, Yerwada
Pune

...1st party

And

Shri, V. B. Dhole,
Boy's Sports Hostel,
Kendriya Vidyalaya, BEG,
Yerwada, Pune (Maharashtra)
411006.

...2nd party

APPEARANCES: Smt. Londhe, Adv. for the 1st
party.Shri Gopale, Adv. for the 2nd
party.**FINAL AWARD****(Dt. 18-8-2006)**

1. This Reference is made by Desk Officer, Government of India/Bharat Sarkar, Ministry of Labour/ Shram Mantralaya, New Delhi U/s Clause (d) of Sub-section (1) and Sub-sec. 2(A) of Sec. 10 of the Industrial Disputes Act, 1947 (14 of 1947) for adjudication of the dispute between the above referred parties over the following demands :

"That the IInd party be reinstated with continuity of service and full back-wages for the intervening idle period."

2. In short the case of 2nd party is that he was employed by the 1st party as a Cook w.e.f. 1-7-1982 as a permanent employee, except cooking he use to perform other work as directed by the Principal of the 1st party. The IInd party thereafter stated demand of permanency. The 1st party did not satisfied about it and intended for termination, however demand of the IInd party were continuously going on. Therefore the 1st party at last terminated the services of the IInd party w.e.f. 1-7-1995. Thereafter the IInd party had been to the 1st party and prayed for reinstatement but no use. He further submits that juniors are still in the employment. It was the demand of the IInd party that he is ready to performance his duty within Mumbai Range even then he was not allowed to resume on duty. After termination he raised dispute for conciliation. But conciliation could not arrived at therefore the concilation officer forwarded the present Reference to

this Court for adjudication. He further submits that since termination he is unemployed and tried to get alternative employment but could not succeed. At last he submits that as his termination is illegal, therefore Reference be allowed as prayed for.

3. The 1st party by his A. S. at Exh. 18 resisted the claim of the IInd party according to him the claim is not true and bonafied and therefore Reference be answer in negative.

4. According to him the IInd party was working with him as a Assistant-Cook on daily-wages and as and when required on temporary basis, for the inmate of the boys hostel of the 1st party School. The lodging and boarding were provide to him. The wages were paid from the hostel contribution made by the inmates of the hostel. The payment was increased from time to time and was also paid bonus at the relevant time. He was not appointed on section, permanent or vacant post. Nor his name was on the pay roll or the muster roll. He was never worked under supervision and control of the 1st party. Except cooking he has not performed any other work. The nature of the work of the IInd party was purely temporary. So also his name was not sponsored by the office of Employment Exchange or Social welfare department or District Collector.

5. Due to the decrease in number of boys hostel there were less contribution and thus it was unable to run the said hostel. Accordingly the hostel of the 1st party was closed and shifted to Kandriya Vidyalaya, Panchmadhi Madhya Pradesh w.e.f. 23-2-95. The 1st party vide letter dt. 17-7-95 informed the said fact to the IInd party and asked whether he is ready to work at Panchmadhi to which the IInd party denied. Because of the closer of the boys hostel there was no work available in view of this there is no termination at all on the contrary IInd party has neglected to join the duty at Panchmadhi. Since closer of the Hostel the IInd party gainful employed. Therefore the IInd party is not entitled for any relief claim under the Reference. And at lastly prayed that Reference be answer in negative.

6. From the rival pleadings of the parties above the issues has been framed by my. Ld. Predecessor in office on 29-8-02 at Exh. 19. The issues are as under. I recorded my finding towards them with reasons to follow.

Issues	Findings
1. Whether the IInd party prove that his services has been termination by 1st party illegally w.e.f. 1-7-95?	..In the affirmative
2. Whether the 1st party prove that this Court has no jurisdiction to	

decide this reference?

...Does not survive

3. What relief the IInd party is entitled to get?

...In the affirmative

4. What award?

...As below

REASONS

7. Heard Ld. Counsel of the IInd party Shri Gopale and Ld. Counsel of the Ist party Smt. Lodhe-Deshpande.

8. In order to proved its case the IInd party got examined himself at Exh. 30 and filed certain documents on record i.e. the Profarama at Exh. 52, office order dt. 1-7-83 at Exh. 53, office order dt. 29-10-90 at Exh. 54, letter dt. 17-7-95 its replied dt. 18-7-95, the letter dt. 20-3-95 and another letter dt. 10-7-95. The Ist party got examined Smt. Dr. Mukul Shrivastava at Exh. 40 and filed certain documents on record i.e. order of sanction staff for the year 1991-92, 1992-93, 1993-94, 1994-95 at Exh. 46, 47, 48, 49 office order dt. 23-2-95 at Exh. 50 another office order dt. 12-6-95 at Exh. 44 and letter dt. 17-7-95 at Exh. 45. This is the oral as well as documentary evidence of the respective parties.

Issue No. 2 :—

9. The Ist party raised the contention in the W. S. that this Court has no jurisdiction to decide the present Reference. The issues were framed in that regard at Exh. 19. Latter on the Ist party again filed an application for framing the preliminary issues at Exh. 20 the application accordingly allowed and this Court framed the preliminary issues of the same kind at Exh. 23. This issues has been decided on merit on 17-3-05 and held that this Court has a jurisdiction to entertain the present Reference. Thus at present issue No. 2 does not serve.

Issue No. 1 :—

10. It is admitted fact that IInd party was appointed by the Ist party as a Cook. According to the IInd party he was employed w.e.f. 1-7-82 the said fact has been denied by the Ist party. The witness or the Ist party Smt. Dr. Shrivastava deposed that IInd party was working since opening of the hostel i.e. from 1992. This is not found to be acceptable because in the Cross-examination she admits the correctness of the contents document Exh. 52. Now let us see the document Exh. 52 this is a pro forma with details of Kitchan staff of Kendriya Vidyalaya Puna-3. It further appears that IInd party was recruited w.e.f. 1-7-82 under the pay scale of Rs. 225/- per month. Thus one thing is clear that IInd party was employed by the Ist party as a Cook w.e.f. 1-7-82.

11. Second question arises whether he was appointed temporarily, on adhoc basis or on daily wages or under a

particular scheme? According to the IInd party he was not employed under any of the head mentioned above. The Ist party to rebut this contended in W. S. that IInd party was employed on daily-wages as an when required and on temporary basis. Now we have to see again the contents of the document Exh. 52, 53. After carefully gone through the contents of the documents it is no where mentioned that IInd party was employed on daily wages, as and when required or temporary basis. However, the IInd party admitted in this cross-examination that he performed his duty as per exigency of his work and received the wages as per his working days. Thus there are two types of evidence appears on the same point under these contingency the documentary evidence is always prevail. When the document Exh. 52, 53 does not prescribed the specific period of employment of the appointment on daily wages the admission of the IInd party cannot over right the terms of appointment vide Exh. 53, 52. In absence of the appointment order on daily-wages or under the scheme the only presumption rest that IInd party was employed with continuity. During the course of argument the Ld. Counsel of the Ist party pointed out my attention towards documents Exh. 54 dt. 29-10-90 in which it has been mentioned that the IInd party was appointed as Head Cook on daily wages of Rs. 34, 40 of maximum wages of Rs. 894.95. On the basis of this document, she contended that appointment of the IInd party was on daily wages. But I do not agree with her submission because this order is applicable up to only 31-10-90 from 1-7-90. Prior to it since the date of joining, there is no such averment in document Exh. 52, 53, nor filed any other documents in this regard. It is also not the case of the Ist party that since 1-7-82 the breaks were given to the IInd party. It means the IInd party was on continuous employment since 1-7-82 till the date of his alleged termination.

12. The third point is that whether IInd party completed 240 days service in each calendar year. According to the Ist party IInd party has not completed 240 days service in a year because he was working on daily-wages and admitted the fact in Cross-examination. In my view the admission given in the Cross-examination, is not much helpful to the case of the Ist party because the suggestion were put to the IInd party that, he was not performed the duty during the period of Hostel closed to which he answer affirmatively and in continuity of that the IInd party give the admission that he has not work for 240 days work in a year. But as earlier stated that there is no break in his employment since 1-7-82. The defence of the Ist party is that in Summer and the Diwali Vacation the Hostel were remained closed for about 4 month. But again I do not find any substance in her submission because the school were not remain closed for 4 months for Diwali Festival or Summer. It remain closed for about 2 month. Thus if we presume that the Hostel were remained closed for about 2 months.

In a year in that case the working days will come of more than 280 days in a year. Further she contended that on Saturday and Sunday and other Government Holidays the Hostel were remained closed. But this submission is not found to be acceptable because for one day or two the intimate of the Hostel does not leave the Hostel and to visit their home town which far away from the Pune. The document Ex. 53 indicates that the services of the IInd party will be governed under the Kendriya Vidyalaya Sangtan as a earlier stated that there were no documentary evidence to show that IInd party was appointed on daily wages or as per exigency of work temporarily or under the scheme he was appointed in continuity of service and therefore the ruling upon which Ist Party relied upon with ratio laid down there under :

- (1) **Delhi Development Horticulture Employees Union Vs. Delhi Administration, Delhi & Ors. reported in 1992 I C. L. R. 537.**
- (2) **Ramlal G. Joshi Vs. Amreli Nagarpalika & Ors. reported 1997 1 C.L.R. 1047.**
- (3) **The Calcutta Tramways Company (1978) Limited & Ors. Vs. Ramesh and Others reported in 1999 (2) II S.L.R. page 216 and (4) S. H. Kelkar & Co. Ltd. and Khashaba K. Jadhav and others reported in 1997 77 K.L.R. 619.**

are absolutely not applicable to the present case, because of differs of fact and circumstances of cited rulings and case in hand.

(13) The Ist party during the course of argument submitted that the group D services of the Ist Party privatised w.e.f. 1998 and therefore IInd party is not entitled for regularisation. For that the Ist Party filed appendix 7-A on record. If the privatisation applicable since 1998 for the recruitment of group 'D' employees then this circular is absolutely not applicable because the IInd party was recruited in 1982 and alleged to be terminated in 1995, and there is absolutely no retrospective effect to the earlier recruitment.

(14) According to the Ist Party at the time of recruitment the name of the IInd Party is not sponsored by the Employment Exchange, Social Welfare Department or the district Collector and therefore the IInd Party cannot claim anything from the Ist Party. If he regularise it amounts back door entry. It is pertinent to note here that the Ist Party is a Central Government Organisation and therefore the recommendation from Employment Exchange of the Social Welfare Department or the District Collector of the State of Maharashtra are not applicable. In Ist Party establishment and as per document Exh. 46. to 49 staffing pattern is applicable to it. Accordingly there is no vacant or sanction post, nor IInd Party was appointed under sanction and vacant and thus he cannot claim the relief prayed for. All these documents are from

1991-1995 there are no other documents on record that in 1982 there was a staffing pattern for the recruitment of Class 'D' post such as cook etc. Therefore these document are not much helpful to the defence of the IInd Party.

(15) It is admitted fact that, the hostel in which the IInd Party was working has been closed and shifted to Panchamadhi in 1995. In consequence to that the Ist Party issued the letter to the IInd Party dated. 17-7-1995 and asked him whether he is ready to served as a cook at Panchamadhi and ask the consent. The IInd Party in response to this letter reply on dated 18-7-1995 and gave consent. However he prayed that if any vacancy are within Mumbai Division he be adjusted, so that he will maintained his family. He further stated that till the decision of his earlier letter he is ready to go and served at Panchamadhi and requested the Ist Party to issue the direction in that regard. It means the IInd Party was ready and willing to served at Panchamadhi. But Ist Party has not given any specific direction either orally or in writing in regard to the posting of the IInd Party at Panchamadhi from specific date. Thus there is no positive response from the Ist party. In absence of it cannot be presume that IInd party himself remained away from his duty. In that circumstances the only presumption rests that he has been terminated from his employment illegally and without due process of Law. I say so, because the employee who work for more than 15 years continuously could not just left his employment, because in the recent days it is not possible to get alternative employment easily. In this case it appears that he was forced to leave the job without any fault on his part. Because admittedly there is no compliance of section 25 F of the I.D Act. Prior to his termination as alleged. The Ld. Counsel of the Ist Party in support of its contention of further relied upon the case of Secretary, State of Karnataka & Ors. Vs. Umadevi & Ors. report in 2006 A. I. R. S. C. W. 1991. I have carefully gone through the ratio laid down of the Hon'ble Apex Court in which it has been held that if it is contractual appointment it comes to an end at the end of contract. If it were an engagement or appointment on daily wages or casual the same would come to an end when it is discontinued. The said ratio is not applicable to the present case because the IInd party was not appointed on daily wages on contractual basis or for specific period, nor given any break since 1-7-1982 till the date of termination.

(16) In a totality of my above discussion I find that the termination of the IInd party is illegal which needs to be protected. Thus I answer issue No. 1 in the affirmative.

Issue No. 3.—

(17) In view of my findings towards above the IInd Party proved his case of illegal termination and therefore entitled to the relief sought for. I answer this issue in the affirmative.

(18) So far as back-wages are concerned the IInd Party contended in the Statement of Claim that since termination he is unemployed and tried to get alternative employment but could not succeed. To rebut this the Ist Party has not produce satisfactorily evidence that IInd Party was gainfully employed. In absence of it the IInd Party is entitled to get the back-wages. Now question arises whether IInd party is entitled for full back wages? It is a matter of fact that the Hostel were run by the Ist Party with the contribution of the inmates, and salary were also paid from the contribution. In 1995 there was only 14 to 15 inmates in the Hostel and considering the financial set back, awarding full backwages would be unjustified. Moreover since termination the IInd Party has not performed any work. Considering the fact and circumstances of the present case the 50 % back-wages will be sufficient to meet the ends of justice. I sum up my discussion accordingly and pass the following order :

ORDER

- (1) Reference is allowed.
- (2) It is hereby held and declared that the termination of IInd Party w.e.f. 1-7-1995, is illegal.
- (3) The Ist Party do reinstate the IInd party on his original post with continuity of service and to pay him 50% back wages from the date of this termination till reinstatement.
- (4) No cost.

Place : Pune

Dated : 18-8-2006 G. S. WANKHEDE, Presiding Officer

नई दिल्ली, 20 सितम्बर, 2006

का.आ. 3975.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम. ई. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 92/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-9-2006 को प्राप्त हुआ था।

[सं. एल-29012/179/98-आई आर (त्रिविध)]
बी. एम. डेविड, अवर सचिव

New Delhi, the 20th September, 2006

S.O. 3975.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.92/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of MECL and their workman, which was received by the Central Government on 18-9-2006.

[No. L-29012/179/98-IR (M)]

B.M. DAVID, Under Secy.

ANNEXURE

BEFORE SHRI A. N. YADAV, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, NAGPUR

CASE NO. 92/2002

DATED 01-09-2006

The Chairman-cum-Managing Director, Mineral
Exploration Corporation Ltd., Seminary, Hills
Nagpur-440006

Versus

The General Secretary, MEC Employees Union, 1/1
Manjidana Colony, Katol Road, Nagpur-440013

AWARD

The Central Government after satisfying the existence of disputes between the General Secretary, MEC Employees Union, Party no. 2 and the Chairman-cum Managing Director, Mineral Exploration Corporation Ltd., Party no. 1 referred the same for adjudication to this Tribunal vide its letter No. L-29012/179/98-IR(M) dt. 11-05-1999 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of ID Act with the following schedule :

"Whether the action of the management of Mineral Exploration Corporation Ltd., Nagpur, in depriving the employees of their bonus by adding/calculating interim relief in their wages for the purpose of bonus for the A/c year 1996-97 under payment of Bonus Act, 1965 is legal and justified? If not, to what relief the said workman is entitled and from what date?"

The above dispute came for hearing before the Tribunal on 01-09-2006. The perusal of record shows that, on 12-11-2002 & 27-01-2003 the counsel for workmen appeared and sought a time for filing Statement of Claim. On 27-09-2002 the counsel for the management filed the Vakalatnama however since then nobody appeared either union or the workmen in person and did not turn and attend the Court till today. However the counsel for the management occasionally appeared and finally after filing an application to dismiss the claim for default of the worker stoped attending the Court also. In such circumstances it is clear either the workmen or their union are not at all interested in proceeding with the claim. Hence the reference is dismissed for default of the workmen.

A.N. YADAV, Presiding Officer

नई दिल्ली, 20 सितम्बर, 2006

का.आ. 3976.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम. ई. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच,

अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नागपुर के पंचाट (संदर्भ संख्या 96/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-9-2006 को प्राप्त हुआ था।

[सं. एल-29011/26/98 आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 20th September, 2006

S.O. 3976.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 96/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of MECL and their workman, which was received by the Central Government on 18-9-2006.

[No. L-29011/26/98-IR (M)]

B.M. DAVID, Under Secy.

ANNEXURE

**BEFORE SHRI A. N. YADAV, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, NAGPUR**

CASE NO. 96/2002

Date : 01-09-2006

**The Chairman-cum-Managing Director, Mineral
Exploration Corporation Ltd., Seminary Hills,
Nagpur-440006**

Versus

**The General Secretary, MEC Employees Union,
Seminary Hills, Nagpur.**

AWARD

The Central Government after satisfying the existence of disputes between The General Secretary, MEC Employees Union, Party no. 2 and The Chairman-cum-Managing Director, Mineral Exploration Corporation Ltd., Party no. 1 referred the same for adjudication to this Tribunal vide its letter No. L-29011/26/98-IR (M) dt. 19-03-1999 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of ID Act with the following schedule :

“Whether the action of the management of Mineral Exploration Corporation Ltd., Nagpur, in retrenching 120 workmen and laying off 247 workmen as indicated in the list attached herewith is justified? If not, to what relief the workmen are entitled?”

The above dispute came for hearing before the Tribunal on 01-09-2006. The perusal of record shows that, on 12-11-2002 & 27-01-2003 the counsel for workmen appeared and sought a time for filing Statement of Claim. On 27-09-2002 the counsel for the management filed the Vakalatnama however since then nobody appeared either union or the workmen in person and did not turn and attend the Court till today. However, the counsel for the

management occasionally appeared and finally after filing an application to dismiss the claim for default of the worker stop attending the Court also. In such circumstances it is clear either the workmen or their union are not at all interested in proceeding with the claim. Hence the reference is dismissed for default of the workmen.

A.N. YADAV, Presiding Officer

नई दिल्ली, 20 सितम्बर 2006

का.आ. 3977.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्लू.सी.एल. पेन्च एरिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नागपुर के पंचाट (संदर्भ संख्या 20/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-9-2006 को प्राप्त हुआ था।

[सं. एल-29012/291/2001-आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 20th September, 2006

S.O. 3977.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 20/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of WCL, Pench Area and their workman, which was received by the Central Government on 18-9-2006.

[No. L-29012/291/2001-IR (M)]

B.M. DAVID, Under Secy.

ANNEXURE

**BEFORE SHRI A. N. YADAV, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, NAGPUR**

CASE NO. 20/2003

Date : 11-09-2006

**The General Manager, Western Coalfields Ltd., Pench
Area, P.O. Parasia, Distt. Chhindwara (M.P.)**

Versus

**The General Secretary, R.K.K.M.S. (INTUC), P.O.
Chandanmetta, Distt. Chhindwara (M.P.)**

AWARD

The Central Government after satisfying the existence of disputes between The General Secretary, R.K.K.M.S. (INTUC), Party no. 2 and the General Manager, Western Coalfields Ltd., Party no. 1 referred the same for adjudication to this Tribunal vide its letter No. L-22012/291/2001-IR (CM-II) dt. 28-11-2002 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of ID Act with the following schedule :

(1) “Whether the demand of the Rastriya Koyala Khadan Mazdoor Sangh from the management of

WCL, Pench Area for providing Free Transport facility to the workers of the said unit is justified? If not, to what relief the workmen are entitled and from what date?"

(2) "Whether the demand of the RKKMS from the management of WCL, Pench Area for paying compensation to workmen who suffered injury/died while coming to work spot or while going back to their quarters provided by the Company is justified? If so, to what relief is the workmen entitled?"

This claim was received to the Tribunal on 30-12-2002. It was registered on 04-02-2003. In spite of the notices issued to the parties nobody appeared or no body has filed any document. The petitioner did not file Statement of Claim till today. Neither the union nor the workman in person appeared. Similarly Mr. Sashi Advocate for the respondent represented the case on 29-07-2004 & 30-08-2004 without filing any authorization or Vakalanama. Later on he also stopped attending the Court and obviously not filed any Written Statement. Thus no body has shown any interest in prosecute the claim. Hence it is disposed of. It stands dismissed for the default of the petitioner. Hence the Award.

A.N. YADAV, Presiding Officer

नई दिल्ली, 20 सितम्बर 2006

का.आ. 3978.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मोदी सीमेन्ट लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (संदर्भ संख्या 134/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-9-2006 को प्राप्त हुआ था।

[सं. एल-29011/32/95-आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 20th September, 2006

S.O. 3978.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 134/96) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Modi Cement Ltd. and their workman, which was received by the Central Government on 18-9-2006.

[No. L-29011/32/95-IR (M)]

B.M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/134/96

PRESIDING OFFICER : SHRI C.M. SINGH

M/s. Ambika Builder and Contractor,
Sada Sukha Sadan, Gandhi Chowk,
Balodabazar,
Distt. Raipur (C.G)

The Secretary,
C.W.U., Nahpura,
Raipur (C.G)

Workmen/Union

Versus

M/s. Modi Cement Ltd.,
Modigram, Balodabazar,
Raipur (C.G)

Management

AWARD

Passed on this 8th day of September, 2006

1. The Government of India, Ministry of Labour vide its Notification No. L-29011/32/95-IR (Vividh) dated 31-5-96 has referred the following dispute for adjudication by this tribunal:—

"Whether the action of the management of M/s Ambika Builders and Contractors, a contractor of Modi Cement Ltd., Balodabazar, Distt Raipur (MP) in promoting S/Shri Chaitram and 7 others is justified. If not, to what relief the workmen S/Shri Karan Dhruv, Motilal, Bahal Ram, Ravishanker, Kishore Sahu, Radheshyam, Shtrughan Sahu, Mahavir Dhruw, Prakash Sahu, Tilak Sahu, Ramesh Verma, Chaitu Patel, Malik Ram Sahu, Gajanand Dhruw, Lal Bahadur, Bhagavat Dhruw, Surendra Singh, Naresh Verma, Uday Ram, Kodu Ram Verma and Kranti Kumar Verma are entitled to?"

2. After the reference order was received, it was duly registered on 10-06-96 and notices were issued to the parties to file their respective statements of claim. Order dated 7-9-06 on record of this proceeding reveals that in spite of sufficient service of notice on both the parties, none of them appeared before this tribunal and under the circumstances this tribunal left with no option but to close the reference for award. Consequently the reference was closed for award.

3. Non-appearance of the parties after sufficient service of notice on them clearly indicates that they have no interest in this reference, meaning thereby, the workmen has not interest in the industrial dispute raised for them by the Secretary of the Union. Likewise the management also has no interest in contesting the reference. Therefore this tribunal is left with no option but to pass no dispute award.

4. In view of the above, no dispute award is passed without any orders as to costs.

5. Copy of the award be sent to Ministry of Labour Government of India as per rules.

C.M. SINGH, Presiding Officer

नई दिल्ली, 20 सितम्बर, 2006

AWARD

का. आ. 3979.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयर पोर्ट अथॉरिटी ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चेन्नई के पंचाट (संदर्भ संख्या 404/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-9-2006 को प्राप्त हुआ था।

[सं. एल-11011/50/2004 आई आर (विविध)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 20th September, 2006

S. O. 3979.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 404/2004) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Air Port Authority of India and their workman, which was received by the Central Government on 15-09-2006.

[No. L-11011/50/2004-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Tuesday, the 20th June, 2006

Present: K. Jayaraman, Presiding Officer

Industrial Dispute No. 404/2004

In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Airport Authority of India (IAD) Chennai Airport and their workmen

Between :

The Secretary, : I Party/Claimant
Chennai Airport Contract
Workers Union, Chennai.

AND

The Airport Director, : II Party/Management
Airport Authority of India
(IAD), Chennai.

Appearance :

For the Claimant : M/s. Balan Haridas &
R. Kamatchi Sundaresan,
Advocates

For the Management : M/s. R. Parthiban &
B. Mohanakrishnan,
Advocates

The Central Government, Ministry of Labour vide Order No. L-11011/50/2004-IR (M) dated 23-08-2004 has referred the following industrial dispute to this Tribunal for adjudication :—

“Whether the industrial dispute raised by Chennai Airport Contract Workers’ Union against the management of Airport Authority of India over regularisation of service of contract workmen is justified? If so, to what relief the workmen are entitled?”

2. After the receipt of the reference, it was taken on file as I. D. No. 404/2004 and notices were issued to both the parties and both the parties entered appearance through their advocates and filed their Claim Statement and Counter Statement respectively.

3. The allegations of the Petitioner Union in the Claim Statement are briefly as follows :—

The Petitioner union espouses the cause of the 104 concerned workmen in this dispute. The concerned workmen are working with the Respondent/Management doing cargo handling work i.e. loading and unloading of cargo in imports section of Chennai Airport. They have also given date of joining of each member in service in the annexure. They are working for several years continuously doing cargo handling work in imports section. Even though they are working under direct supervision and control of the Respondent and are working as loaders in import section of the Respondent, they are termed to be as contract labourers. Their work is perennial in nature. The operation or other work is incidental to or necessary for the Respondent and where the work is ordinarily done through regular workmen in establishment similar the-eto. The cargo complex at Chennai airport was started during the year 1978 by the erstwhile International Airport Authority of India. It was started to encourage the import and export of air cargo by providing all facilities under one roof. By starting the cargo complex, all the functions became possible under one roof. The IAAI had obtained permission from the customs authorities by providing them accommodation to be used as their office and by providing other facilities. Every year, the cargo handling has substantially increased and on an average there is an increase of 12.6% in handling tonnage and at present, the cargo complex handles 90,000 metric tonnes of cargo every month. There are many airlines which are operating in Chennai airport and out of this, the cargo of about 11 airlines are fully handled by Respondent. The work of off loading, numbering the cargo, stacking, binning, tracing, forwarding for customs examination area, repacking, restacking and delivery are done by workers concerned in this dispute and they are under the direct supervision and control of the Respondent. The work is done by the concerned

employees throughout the year in four shifts, therefore, the work is continuous and perennial in nature. The officers of the Respondent have given instructions after the cargo lands in Chennai airport and the concerned employees segregate on the basis of volume, value, perishable, medicine etc. even at the time of segregation, the cargo is numbered by workers concerned in this dispute under the instruction of officials of Respondent and further the shed in which the cargo has to be stacked is also written on the cargo by the workers concerned in this dispute. The Respondent has 10 cargo sheds. After stacking the cargo, the exact location of the cargo is mentioned in manifest note book. This entry is made by workers concerned in this dispute who stacks the cargo. When the consignee comes to take delivery of goods, then based on customs department requisition, the official of Respondent direct the workmen concerned in this dispute to take the cargo from the place where it is stacked and, take to the customs examination area. The customs examination is done in four places. The cargo is then opened by the members of the Petitioner union for customs examination and after examination, they are repacked by the workmen concerned in this dispute. After examination, they are restacked to place from which they were taken by the workers concerned in this dispute. On the consignee completing the customs formalities and when they get delivery order from customs department, the officials of the Respondent give direction to the workmen concerned in this dispute to move the cargo for delivery. The workmen concerned in this dispute physically handover the cargo to the consignee in the presence of officials of the Respondent. Thus, from the stage of off loading of cargo to delivery of cargo to the consignee, the work is done by workers concerned in this dispute, under the direct supervision and control of the Respondent. The so called contractor has no role to play. The record room is manned by workers concerned in this dispute along with officials of the Respondent. The workmen concerned in this dispute discharge their work of loading and unloading under direct control of Respondent and thus, the alleged contract is sham and nominal. The alleged contractor is mere a name lender and has no part to play in the work done by the employees concerned in this dispute. In Mumbai and Calcutta Airports, cargo handling is carried on by employees who are on regular rolls of the Respondent. Only in Chennai airport, the employees concerned in this dispute who are doing cargo handling (loading & unloading) are being termed as contract labour just with an intention to deprive them of the benefits which are to be conferred on a permanent employee of the Respondent. The concerned employees do not have any of the benefits which are being conferred on a permanent employee of the Respondent. The employees concerned in this dispute work in four shifts. The work done by the workmen concerned in this

dispute are one of the prime works of Respondent for which it charges heavily from the airlines and consignees. The employees concerned in this dispute who are working as loaders report only to the officials of Respondent. It is the officials of Respondent who allot duties and responsibilities to the employees concerned in this dispute. The so-called contractor merely comes to receive payments for cargo handled by workers concerned in this dispute. From the year 1995 to 2000 the concerned workmen in this dispute were signing attendance register maintained by Respondent, thus they were direct employees of Respondent Corporation. Thereafter, if the Respondent wants to treat these employees as contract labourers, a notice under Section 9A of I. D. Act has to be issued. Since the Government of India issued notification on 16-11-99 abolishing contract labour in the work of cargo loaders, the Respondent removed the attendance register and started getting the signature of employees concerned in this dispute in a separate note book towards attendance.

Even after that services of employees concerned in this dispute was not regularised by the Respondent/ Management. Therefore, the Petitioner union filed a Writ Petition No. 3987 of 2001 before High Court of Madras to direct the Respondent to implement the notification by absorbing the services of employees concerned in this dispute. While so, the Respondent/ Management in Tamil 'Daily Thanthi' dated 17-5-2002 floating tender in respect of handling of cargo in import section of Chennai airport. Therefore, Petitioner union filed W.P. No. 19263 of 2002 challenging tender notification and to continue the services of employees concerned in this dispute till the dispute raised regarding regularisation is adjudicated by this Industrial Court. The W. P. No. 3987/ 2001 and W. P. No. 19253/2002 were decided by High Court by a common order dated 20-4-2004. The W. P. No. 3987/2001 was dismissed as infructuous as the notification dated 16-11-99 abolishing contract labour was quashed by Delhi High Court and the same has also been confirmed by Supreme Court. With regard to W. P. No. 19263/2002 the High Court directed the dispute regarding regularisation to be referred and the Court to adjudicate the reference within a period of six months and further ordered status quo of employees concerned to be maintained. In this case, it is alleged that initially, an alleged contract was given to M/s. SLK Contract Services for a supply of contract labour for a period of three years from 1.1.95. This contract was never renewed after three years period and the employees concerned in this dispute were continued and the so-called contract was mere a name lender and he was not present when the work was carried out by workers concerned in this dispute. Even for taking any action for any dereliction of duties or for enforcing discipline, the same emanated only from Respondent. The so called contractor was discontinued after disposal of the W. P. No. 19263/2002.

Thereafter now a person by name Jac Air Services is termed to be contractor and he is also only a name lender. Even the employees concerned in this dispute are working under the control and supervision of officials of Respondent alone. The workmen concerned in this dispute have worked for more than 480 days within a period of 24 calendar months and hence, they are entitled for regularisation with the Respondent as per Section 3 of Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981. Therefore, the Petitioner union prays that an award may be passed holding that so called contract system is sham and nominal and consequently direct the, Respondent/Management to regularise the services of the concerned employees in this dispute with all consequential monetary benefits.

4. As against this, on the side of the Respondent/Management it is contended that at the first instance this dispute is not maintainable before this Tribunal on the ground that the contractor has not been impleaded as a party to the present proceedings. Though the Petitioner prays for declaration that contractor is only a name lender and the contract is sham and nominal, they have not impleaded the said contractor. Though the Petitioner union represents the workmen who are working in import section of cargo department in Chennai airport, there has been a series of litigation and rights of previous persons who were engaged by the contractor for loading and unloading of cargo is now the subject matter of an appeal which is pending before Supreme Court. Hence the rights of workmen involved in the present case will also be subject to the rights of 77 ex-loaders whose case is pending before Supreme Court. On 30-1-78 an agreement was entered into between Airfreight Ltd. and Airports Authority of India (International Airports Divisions) for loading and unloading of cargo in the import section of Madras Airport. This contract was renewed from time to time. On 19-9-85 the contract was terminated and IAAI took over the functions of loading and unloading of cargo in import section for some time. While so, on 4-11-85 the Airfreight Workers Union filed W.P. No. 11683/1985 for a direction to direct the IAAI to employ them and to forbear from recruiting outsiders. On 12-12-85 a memorandum was filed before High Court and an order was passed to accommodate the workmen as far as possible except by way of regular employment till the contract is awarded to a Co-operative society formed by workmen for taking over the contract of providing manpower for loading and unloading of cargo. Thereafter in March, 1986, 77 workmen who were then working in casual daily basis formed a society and the Airfreight Workers union filed a W.P. No. 5164/86 to direct the IAAI to handover the functions of ground handling of cargo to the said society. On 1-7-86 an agreement was entered into between IAAI and Society and the said contract expired on 1-9-87. After that it was renewed upto 11-12-87. In July, 1989 the workmen filed W.P. No. 9110/89

to direct IAAI to grant service security to workmen and to treat them on par with regular workmen. The W.P. was dismissed by High Court on 18-12-89 directing the Petitioner to resort to remedy under I.D. Act. Then the workmen pursue remedy under I.D. Act, but the Government of India refused to refer the dispute for adjudication and therefore, workmen filed W.P. No. 10719/90 before High Court to challenge the said order. On 19-11-90 the Respondent/Management issued an advertisement calling for tenders in respect of providing manpower for loading and unloading of cargo in import section. On 5-12-90 the Petitioner filed a W.P. No. 18560/1990 before High Court to quash the tender notice and the said W.P. was dismissed by High Court on 6-12-90 and the Writ Appeal filed by the Petitioner was also dismissed by Division Bench. While so, W.P. No. 10719/90 challenging the order of Government of India refusing to refer the dispute for adjudication was allowed and the matter was directed to be referred for adjudication and it was taken as I.D. No. 65/1991 before Tamil Nadu State Industrial Tribunal. In the mean time, a fresh Memorandum of Understanding was entered into between the management and society w.e.f. 1-9-93. However, the society did not implement these provisions of the agreement and the Respondent/Management issued a notice to implement the agreement. On 27-12-93 the society issued a notice repudiating the agreement. Therefore, fresh tender was issued, against which the workmen filed W.P. No. 273/94 challenging tender notification. The said W.P. was dismissed on 22-6-94 with a direction to this Tribunal to dispose of the I.D. No. 65/91 and the said order was also confirmed by the Division Bench in Writ Appeal. On 1-7-94 the tenders were opened and the tender was decided in favour of SLK contract Service Pvt. Ltd. On 30-12-94 the contract with the society was terminated and from 1-1-95 SLK Contract Services Pvt. Ltd. started operating in import section. On 2-1-95 W.P. No. 22/95 was filed by International Air Cargo Workers Union to challenge the action of Respondent/Management in terminating the contract. Meanwhile, an award has been passed in favour of workmen in I.D. No. 65/91. The W.P. No. 22/95 was disposed of but a direction was issued to pay one month salary to workmen. Against that award, the management has filed W.P. No. 6126/1995 and meanwhile the Govt. enacted Airport Authority of India Act, 1994 by which National Airport Authority and International Airport Authority were merged into a single statutory authority known as Airports Authority of India with two divisions namely International Airports Divisions and National Airports Division. In November, 1997 when the W.P. No. 6126/95 was pending, a fresh tender notification was issued by Respondent/Management. Union has filed miscellaneous petition in W.P. No. 6126/1995 to challenge the notification, but the same was dismissed and W.A. No. 1411/97 filed against the order was also dismissed. Finally Writ Petition No. 6126/95 was allowed by High

Court and aggrieved by the same, the Union has filed W.A. No. 544/98. While so, the Central Govt. has passed notification under section 10 of Contract Labour (Regulation and Abolition) Act abolishing contract labour in the work of cargo loading and it was challenged by Airports Authority of India before Delhi High Court. In the mean time, on 28-2-2001 the contract labourers namely loaders working with AAI at Chennai filed a Writ Petition No. 3987/2001 for implementation of notification passed by Central Govt. and for absorption. In that on 1-3-2001 the High Court passed an order to maintain status quo and International Air Cargo Workers' Union filed an application for being impleaded as one of the Respondents in the said W.P. Against which the Respondent/Management filed Special Leave Petition and leave was granted and appeal is pending in C.A. No. 2244/2002. Further, the management filed an appeal against the judgement passed by Madras High Court on 2-7-2001 in W.P. No. 3987/2001 and the same was numbered as W.A. No. 2578/2001. On the basis of the appeal, Airport Authority of India was in the process of issuing tenders for appointment of contractors, which was unable to do so due to injunction passed by High Court. On 22-11-2001 Writ Appeal No. 544/1998 was filed against W.P. No. 6126/95, which was allowed by Division Bench in favour of workmen and SLP has been Filed before Supreme Court and leave has been granted and interim orders passed in favour of Respondent/Management. In the mean time, the Delhi High Court allowed the Writ Petition No. 6540/99 and thereby quashed the impugned notification of Govt. Under such circumstances, interim order passed by High Court in W.P. No. 3987/2001 dated 2-7-2001 became infructuous. On 30-1-2002 in Writ Appeal, the High Court passed an order permitting the Petitioner to go on with tender process but not to finalise the bid until further orders. On 27-5-2002 the Respondent/Management published a notification inviting tenders in Daily Thanthi calling for tenders for the work of handling cargo. On 1-6-2002 the petitioner union filed another W.P. No. 19263/2002 before High Court in which injunction was granted by High Court which was challenged by Respondent/Management in WPMP No. 718/2002, but the High Court has confirmed the injunction. The appeal filed by Respondent/Management in W.P. No. 2388/2002 was also confirmed by the Division Bench of the High Court. When the W.P. No. 3987/2001 and W.P. No. 19263/2002 were taken up for final hearing, the dispute was directed to be referred to this Tribunal. Since the Writ Appeal No. 544/98 was allowed in favour of 77 ex-loaders and since SLP is pending before the Supreme Court the rights of workmen in the present case will depend upon the outcome of the said appeal pending before the Supreme Court as well as requirement of Respondent/Management for a particular number of contract labourers for the purpose of discharging the work of loading and unloading of cargo and 77 ex-loaders have a prior claim as against the workmen

involved in the present dispute. As on date, there is no notification prohibiting employment of contract labour in the filed of cargo loading. Since SLK Contract Service was no longer willing to carry out the contract, the Respondent/Management has given the contract to M/s. Jac Air Services Pvt. Ltd. Aggrieved by the action, the petitioner has filed W.P. No. 34806/2004 and the said W.P. was dismissed by observing that the rights of erstwhile workmen of SLK Contract Services Pvt. Ltd. should not be prejudiced in any manner by the tender or new contractor. The workmen who are concerned in this present dispute are employees of SLK Contract Services Pvt. Ltd. and are not workmen of Respondent/Management. The said contract cannot be stated as sham and nominal. Merely because the management issued certain direction from time to time regarding the actual work that has to be performed would be of no relevance since these are features of every contract for provision of manpower. The allegation that work is of perennial in nature is an irrelevant nature in deciding as to whether the contract is sham and nominal. The concerned employees are not working under direct supervision of the Respondent/Management and they were working under various contract agencies namely SLK Contract Services and M/s. Jac Air services and their work was supervised by Managers and Supervisors of the contractors. Their attendance was marked by contractor on day to day basis. Their monthly wages are disbursed to them by the contractor. Their ESI and PF contributions are remitted to the concerned regulatory agencies only by the contractor. The bonus and other statutory obligations are met out only by the contractor. This Airport Authority of India is only a custodian of cargo and the customs authorities may approve any agency as custodian of cargo. For this reason, it cannot be said that work is perennial since the customs may given custodianship to any other party at any time, as has been given to Air India as second custodian at Chennai. Only physical handling of import cargo is done by M/s. Jac Air Services by engaging their own workers including workers in dispute and all other activities such receiving of cargo, checking condition and number of consignment verifying airway bills, binning in system preparing segregation report, generating locationship etc. are carried out by AAI officials. Further, the workmen concerned are doing the work on mechanical devices. The attendance of workmen are maintained right from the beginning till date by the contractor only. They were paid minimum wages as fixed by Tamil Nadu Govt. through gazette notification by the contractor. The signature in the attendance register is only for the purpose of calculating the total payment to be made to the contractor and not for the purpose of creating a direct relationship of employer and employee. Even in the Writ Petition before the High Court, the concerned employee never took the stand that they were direct employees of AAI for the years 1995-2000. The quantity of cargo handled by AAI and the number of airlines operated at Chennai

Airport are variable factors and it may increase or decrease as per the Govt. policy and economic situation in the country. The Department of Customs under Ministry of Finance can terminate the custodianship of AAI at any given time and may appoint any other organization for handling of cargo operations. Hence, for all these reasons the Respondent prays that the claim may be dismissed with costs.

5. Again, the Petitioner filed rejoinder stating that engagement of contract labour by the Respondent itself is illegal because when the same work in Mumbai and Kolkata airports are being carried out by regular workmen. The Respondent deliberately engages a contractor for the only purpose of supplying labourers. The contractor who is only a name lender and who changes from time to time is not a necessary nor proper party to the above dispute. The so called contract is opposed to Article 14 of Constitution of India. The allegation that concerned employees are doing work only under the control of Jac Air Services is a false statement made by the Respondent. Without prejudice to the above contention that the petitioner union pleaded that even if this Tribunal comes to the conclusion that the contract is genuine, it has got power to direct the Respondent to retain the employees till such time the work of loading and unloading is being carried on by the Respondents as one set of contract employees cannot be replaced by another set of contract employees.

6. Again, in the additional rejoinder, the Petitioner union alleged that it is the Respondent/Management who is the sole authority in the management of affairs of air cargo complex and all other apprehensions expressed by the Respondent are only with the intention to mislead this Tribunal to achieve their goal to continue these contract workers without regularising them. The statement that custodianship was given by customs authorities at their choice is not correct. The work which is being done by the workers concerned in import section cannot be done without the supervision and control of Respondent/Management. Hence, for all these reason the Petitioners union prays that an award may be passed in their favour.

7. Against this, the Respondent filed an additional Counter Statement with the permission of this Court. In that the Respondent contended that at the time of filing of Counter Statement the contractor was M/s. Jac Air Service Pvt. Ltd. But the said contract has been terminated on 1-4-2005 and from 2-4-2005 the contractor by name M/s. Omega Enterprises was taken over. Even in the Writ Petition order, the High Court while vacating the stay has also stated that the High Court has taken into account the facts under Section 45 of Customs Act, the Airports Authority of India has been appointed as a custodian of import cargo and that if the appointment of Respondent is cancelled, then there would not be any need for contract

labourers in the field of cargo loading and unloading and under such circumstances it cannot be said that it is misleading. Hence, the Respondent prays that the claim may be dismissed with costs.

8. In these circumstances, the point for my determination is —

(i) "Whether this industrial dispute raised by the Petitioner union against the Respondent/Management for regularization of services of the contract workmen is justified?"

(ii) "To what relief the workmen concerned are entitled?"

Point No. 1:—

9. The case of the Petitioner union is that the workmen concerned in this dispute are working in Respondent/Management doing cargo handling work namely loading and unloading of cargo in import section of Chennai Airport and they doing this work for more than a decade and they are working continuously and their work is perennial in nature. Cargo handling work in the Respondent/Management is now substantially increased. Though they are termed as contract labourers, it is the Respondent who has exercised supervision and control over the workmen concerned and the so called contract is only sham and nominal document and therefore, they are entitled for regularisation with all consequential benefits.

10. As against this, the Respondent/Management contended that in so far as import section is concerned, there has been series of litigation and the rights of previous persons who were engaged by the contractor for loading & unloading of cargo is now the subject matter of an appeal which is pending before Supreme Court. Hence the rights of workmen involved in the present case will also be subject to the rights of 77 ex-loaders whose case is pending before Supreme Court. Further, it is the contention of the Respondent that it is well settled by number of judgements that legislative intention behind the Contract Labour Act is that contract labour can be employed in any establishment unless prohibited by a notification under Section 10 of Contract Labour (Regulation & Abolition) Act. In other words, as long as there is no notification under Section 10 of the Contract Labour (Regulation & Abolition) Act, the management has every right to employ contract labour and the Industrial Adjudicator would not have jurisdiction to alter that situation unless it comes to the conclusion that the contract between the management and contractor is sham and nominal. In this case, though the Petitioner union contended that the contract entered into between the Respondent and the SLK Contract Services Pvt. Ltd. and subsequently between the Respondent and Jac Air Services and recently the contract entered into between the Respondent and Omega Enterprises are sham and nominal, the burden of proving

the same is upon the Petitioners, but they have not established this fact with any satisfactory evidence. On the other hand, the Respondent has clearly established before this Tribunal that the contract is a genuine contract. Under such circumstances, the Petitioner union is not entitled to get any relief in this dispute. It is further contended on behalf of the Respondent that the concerned employees are only contract labourers and the contractor exercised the supervision and control over the concerned employees and their attendance was marked by contractors on day to day basis and their wages was disbursed by the contractor alone, their ESI and PF contributions are remitted to the concerned regulatory agencies only by the contractor and bonus and other statutory obligations are met out only by the contractor. Under such circumstances, it is futile to contend that the contract is a sham and nominal document.

11. In order to establish their case, the Petitioner has examined four witnesses and marked 11 documents namely EX.W1 to W11. On the side of the Respondent one Sri V. Balasubramanian who is working as Deputy General Manager (law) was examined as MW1 and on the side of the Respondent EX.M1 to M70 were marked. Therefore, from the evidence of witnesses and from the documents produced on either side, it has to be looked into whether the Petitioner has established the fact that the contract entered into between the Respondent and Jac Air Services and others are sham and nominal.

12. Learned counsel for the Petitioner contended that prior litigation in which 77 loaders of the imports section have raised an industrial dispute before the Tamil Nadu State Industrial Tribunal wherein they have prayed for regularisation of their services with the Respondent/Management which was awarded in their favour and against that, the Respondent Management has taken up the matter in Writ Petition and subsequently in Writ Appeal and now the matter is pending before the Supreme Court with the Leave of the Supreme Court in which it is clearly stated that the contract between the Respondent/Management and the contractor is only sham and nominal document and they are entitled to be regularised. Still the said finding holds good and similarly these workmen concerned who also worked in the Respondent/Management for more than a decade and the control and supervision with regard to their work is with the Respondent/Management, under such circumstances, the alleged contract between M/s. Jac Air Services Ltd. and the Respondent/Management is only sham and nominal document. Further, learned counsel for the Petitioner contended that in the previous litigation, on the side of the Respondent/Management an official from imports section was examined. On the other hand, in this industrial dispute, they have avoided the concerned person to be examined before this Tribunal and one Mr. V. Balasubramanian, Deputy General Manager (Law) was examined as MW 1 and he has in no way connected with

the import section and therefore, the evidence given by the Respondent/Management in this case is without any substance and he does not know any thing about the working condition of import section. Under such circumstances, no relevance can be placed on the evidence given by MW 1. Learned counsel for the Petitioner further contended that MW1 in the cross-examination has admitted that in the Cargo section of the Respondent/Management there are Assistant General Manager (Cargo Import), Cargo Managers, Assistant Cargo Manager, Superintendent, Assistant Grade I to III, Security Manager, Assistant Security Manager, and also Securities are there. But the Respondent/Management has not stated for what reason these persons were not examined with regard to the work done by the concerned employees. On the other hand, the person who has no knowledge about the working conditions of the concerned employees in this dispute was examined. Learned counsel for the Petitioner further contended that in determining the relationship of employer-employee, control test is one of the important test. In this case, the Petitioner has produced number of documents to show that the control is with the Respondent and not with the so called contractors. The Petitioners have produced EX.W1 to W7 attendance registers from the year 1996. According to the Petitioner, these attendance registers were maintained by the Respondent/Management. On the otherhand, the Respondent/Management has contended that these attendance registers were maintained by the supervisors of the contractors. But even in the registers, the logo of the Respondent/Management is mentioned and the alleged supervisor has not signed in anyone of the pages of the attendance register, but only the officials of the Respondent/Management has signed for having verified the attendance of the concerned employees. Even MW1 has admitted that in Ex. W1 at page 44 it is mentioned that two loaders have reported only at 6.50 hrs. Similarly at page 46 of Ex. W1 Sri R. Santhanam has signed and he has mentioned as Duty Manager of Cargo Section. Similarly in page 108 one Mr. Selvakumar, Assistant Cargo Manager has given instruction to send more loaders for night shift. Further, Mr. Selvakumar has conveyed his wishes to loaders for New year. In the same exhibit in page 153 the Assistant Cargo Manager affixed his seal and signed in the register. In Ex. W2 the Respondent officials have signed in each shift for the attendance of loaders. In EX.W3 the Assistant Cargo Manager has made an endorsement requesting for two additional loaders in page 56. In EX.W3 at page 59 the Assistant Cargo Manager has asked for additional loaders. In page 64 the officer has mentioned that three loaders are missing from duty spot. In "Ex.W4 at page 148 one of the loaders Mr. Kathiravan reported for duty at 6.50 hours. In the same exhibit, there is an endorsement that four supervisors and four loaders have reported for duty for, night shift. Similarly, number of endorsement were made by officials of the Respondent/Management. In all these documents, there is no

endorsement of the so called contractor in any of the pages. Hence, these documents clearly establish that the control and supervision of the concerned employees was made by Respondent/ Management and not by the alleged contractor. Learned counsel for the Petitioner further contended that no doubt, the contractor was paying wages to the concerned workmen, but on that ground alone it cannot be said that the control and supervision was made by the contractor.

13. As against this, the learned counsel for the Respondent contended that no doubt in determining the relationship of employer-employee, control is one of the important tests. But it is well settled by number of decisions of High Courts and Supreme Court that "it cannot be taken as sole test in determining the relationship of employer-employee and it has further held that all other relevant facts and circumstances are required to be considered including the terms and conditions of the contract". The Supreme Court further directed in *RAM SINGH Vs., UNION OF TERRITORY, CHANDIGARH* 2004 1 SCC 126 that "it is necessary to take a multiple pragmatic approach weighing up, all the factors for and against an employment instead of going by the sole '6' test of control. An integrated approach is needed. "Integration" test is one of the relevant tests. It is applied by examining whether the person was fully integrated into the employer's concern or remained apart from and independent of it. The other factors which may be relevant are who has the power to select and dismiss, to pay remuneration, deduct insurance contributions, organize the work supply tools and materials and what are the "mutual obligation between them. Learned counsel for the Respondent further relied on the rulings reported in 2004 3 SCC 514 *WORKMEN OF NILGIRI CO-OP. MKT. LTD. Vs. STATE OF T. N. AND OTHERS* wherein the Supreme Court has held that "no decision of this court has laid down any hard and fast rule nor is it possible to do so. The question in each case has to be answered having regard to the fact involved therein. No single test be it control test, be it organization or any other test has been held to be the determinative factor for determining the jural relationship of employer and employee." and it further held that control test and organization test, therefore, are not the only factors which can be said to be decisive. With a view to elicit answer, the court is required to consider several factors which would have a bearing on the result namely—

- (a) who is the appointing authority;
- (b) who is the paymaster;
- (c) who can dismiss;
- (d) how long alternative service lasts;
- (e) the extent of control and supervision;
- (f) the nature of job e.g., Whether it is professional or skilled work;

(g) nature of establishment; &

(h) the right to reject.

Learned counsel for the Respondent further contended that the burden of proof being on the workman to establish the employer-employee relationship, an adverse inference cannot be drawn against the employer that if he were to produce books of accounts they would have proved employer-employee relationship. In this case, though the Petitioner produced attendance register, these attendance registers were not maintained by the Respondent/Management, on the other hand, as per the contract entered into between the Respondent and the contractor, one of the clauses has clearly stated that these registers are given to the contractor by the Respondent/Management to facilitate the day today work and to calculate payment for workmen and also payment of contract amount. Under such circumstances, it cannot be said that supervision and control are with the Respondent/Management. Learned counsel for the Respondent further contended that it is the case of the Respondent the workers are not selected or appointed by Respondent/Management. On the otherhand, only the contractors have appointed them and it has always been the case of Respondent/Management right from the beginning that there was no such a binding condition regarding their attendance etc. and the respondents could attend at any time and if chosen, they could also absent themselves from work without owing any explanation to anybody. Therefore, it is difficult even to accept the fact that concerned employees have worked for more than 240 days in a continuous period of 12 calendar months and 480 days in a continuous period of 24 calendar months. No doubt, the officials of the Respondent have made certain endorsement in the attendance registers produced by the Petitioner, but these directions or endorsements were made only to M/s. SLK Contractors and the contractors who have entered into an agreement with the Respondent/Management for supply of additional workers and with regard to work of concerned employees. But, on that ground it cannot be said that the control is with the Respondent/Management and the allotment of work is with the Respondent/Management. Learned counsel for the Respondent further relied on the rulings reported in 2006 1 AJJ 169 *HALDIA REFINERY CANTEN EMPLOYEES UNION AND ORS. Vs. M/s. INDIAN OIL CORPORATION LTD. AND OTHERS* and contended that in that decision the Supreme Court has held that "no doubt the Respondent/Management does exercise effective control over the contractor on certain matters in regard to the running of canteen but such control is being exercised to ensure that the canteen is run in an efficient manner and to provide whole some and healthy food to the workmen of the establishment this however, does not mean that the employees working in the canteen have become the employee of the management". In that case, the

employees of the canteen have filed Writ Petition against the management that their services have to be regularized by the Respondent/Management in which the Supreme Court has held as such. Similarly in 2006 I SCC 106 R.M. YELLATTI Vs. ASSISTANT EXECUTIVE ENGINEER in which the Supreme Court has held that "it is for the workmen to adduce cogent evidence both oral and documentary and mere affidavits or self-serving statements made by workmen will not suffice. And it further held that mere non-production of muster rolls per se without plea of suppression by claimant workman will not be a ground for Tribunal to draw adverse inference against the employer. Learned counsel for the Respondent, further relied on the rulings reported in 2006 I SCC 567 STATE OF KARNATAKA. AND OTHERS Vs. KGSD CANTEEN EMPLOYEES WELFARE ASSOCIATION AND OTHERS and argued that in that case the Supreme Court has held with regard to regularization of the workers that "the question which now arises for consideration is as to whether the High Court was justified in directing regularization of the services of the Respondents. It is evidently not. In a large number of decisions this Court has categorically held that it is not open to a High Court to exercise its discretion under Article 226 of Constitution either to frame a scheme by itself or to direct the State to frame a scheme for regularizing the services of ad-hoc employees or daily wage-employees who had not been appointed in terms of extant service either under a statute or under proviso to Article 309 of Constitution. Such a scheme, even if framed by the State, would not meet the requirements of law as the executive order made under Article 162 of Constitution cannot prevail over a statute or statutory rules framed under the proviso to Article 309 there of. The State is obligated to make appointments only in fulfillment of its constitutional obligation as laid down in Article 14, 15 and 16 of Constitution and not by way of any regularization scheme. "Taking advantage of these decisions, learned counsel for the Respondent contended that even assuming for argument sake that Petitioners are working continuously, it cannot be said that they can be regularized in the services of the Respondent/Management because the Respondent/Management has got separate recruitment procedure' and without following these procedures, these workmen cannot be regularized in the services of the Respondent/Management. Further, even for regularization of the services, it is clearly established by the High Courts and Supreme Court that there must be a sanctioned post master no stretch of imagination, it can be said that they are sanctioned posts in the Respondent/Management to induct these workmen concerned to be regularized. Under such circumstances, the concerned employees cannot be regularized in the Respondent/Management. Learned counsel for the Respondent further contended that in 2001 [LLN 1001 JASPAL SINGH AND OTHERS Vs. COMMERCIAL OFFICER, AIRPORTS AUTHORITY OF

INDIA AND OTHERS, wherein the Delhi High Court had an occasion to go into the question to regularize the contract workmen in the services of Airport Authority of India has held that "the question that arose for consideration is as to whether in the absence of such notification, the Petitioners can claim regularization of their services with Airport Authority of India or customs department.....The framers of the Act never intended to abolish contract labour in its entirety. It is for the appropriate Govt. to decide whether to abolish the contract labour in any process, operation or other work in any establishment.....It is true that with the passage, of time and purely with a view to safeguard the interest of workers, many principal employers while renewing the contracts have been insisting that the contractor or the new contractor, retains the old employees. In fact, such condition is incorporated in the contract itself However, such a clause in the contract which is benevolently inserted in the contract to protect the continuance of the source of livelihood of the contract labour cannot by itself give rise to a right to regularization in the employment of the principal employer. Whether the contract labourers have become the employees of the principal employer in course of time and whether the engagement and employment of labourers through a contractor is a mere camouflage and smoke screen as has been urged in this case, the question of fact and has to be established by the contract labourers on the basis of the requisite material". Learned counsel for the Respondent argued in this case that no doubt, the Petitioner alleged that the concerned workmen are continuously employed by the successive contractors, but this was happened only because the High Court has directed the Respondent/Management that these contract workers have to be continued even if the contract is given to a new contractor. Under such circumstances, it cannot be said that the employment of the concerned workmen are with the Respondent/Management, on the other hand, it is only because of the injunction granted by the High Court of Madras in Writ Petition. Under such circumstances, the concerned employees cannot claim any, regularization under the Respondent/Management. Learned counsel for the Respondent further relied on the rulings reported in AIR 1992 SC 573 C.E.S.C. LTD. Vs. SUBHASH CHANDRA BOSE AND OTHERS wherein Three Judges Bench of Supreme Court while considering the word 'supervision' have held that "in the ordinary dictional sense "(to supervise" means to direct or over see the performance or operation of an activity and to over see it, watch over and direct. It is work under eye and gaze of some one who can immediately direct a corrective and tender advice. In the textual sense 'supervision' of the principal employer or his agent is on 'work' at the places envisaged and the word 'work' can neither be construed so broadly to be the final act of acceptance or rejection of work, nor so narrowly so as to be supervision at all times and at each and every step of the work. A harmonious construction

alone would help carry out the purpose of the Act, which would mean moderating the two extremes. When the employee is put to work under the eye and gaze of principal employer or his agent, where he can be watched secretly, accidentally or occasionally while the work is in progress so as to scrutinize the quality thereof and to detect faults therein, as also put to timely remedial measures by directions given, finally leading to the satisfactory completion and acceptance of the work that would in our view be supervision for the purpose of Section 2 (9) of the Employees Provident Funds and Miscellaneous Provisions Act." In this case, though the Petitioner alleged that supervision was, made by officials of the Respondent/Management, no doubt, officials of the Respondent/Management have given certain instructions or supervises the work of the concerned workmen and on that ground, it cannot be said that the entire supervision was with the Respondent/Management. On the other hand, it is the evidence of the MWI that Respondent/Management has not granted or sanctioned any leave to the concerned workmen and this aspect has not been cross examined by the Petitioner side. Further, no evidence was produced with regard to this supervision and sanction of leave by the Petitioner side. Therefore, the allegation that the entire supervision and control of the concerned employees are with the Respondent/Management is without any substance.

14. I find much force in the contention of the learned counsel for the Respondent. Further, learned counsel for the Respondent contended that the contract entered into between the Respondent/Management and M/s. SLK Contract Services and subsequently the contract entered into between the Respondent and M/s. Jac Air Services Pvt. Ltd. and finally the contract entered into between the Respondent and M/s. Omega Enterprises are genuine and neither the concerned workman nor the Petitioner union has established that it is a sham and nominal document because the entire control and supervision is with the contractors and the wages, increment and deduction of EPF and PF were done by the contractor and the Respondent/Management has no say in all these things. Under such circumstances, it cannot be said that the contract entered into between the Respondent and the contractor is sham and nominal document. Here again, I find much force in the contention of the learned counsel for the Respondent. No doubt, the Petitioners have contended that the entire control and supervision is with the Respondent/Management, but they have not established this fact with any satisfactory evidence. Even WW1 who is the Secretary of the Petitioner union has clearly stated that during the period of 1995 to 2000 the workers were under M/s. SLK Contract Services and he is aware of the fact that contract was entered into between the Respondent/Management and SLK Contract Services and SLK Contract Services was paying wages to workmen. The

principal employer has not taken any action against the workers directly but it has taken only through the contractor. WW1 further deposed that action was taken against nine, workers and were suspended from service and the workers have not given any leave letter to the Airport Authority directly. But in the attendance register, representatives of the Respondent/Management will countersign for the absence of workmen. The attendance register was maintained by the contractor and the contractor was paying EPF & ESI for all the workmen in this dispute and he is getting reimbursement from the Respondent/Management. Upto 21-5-2004 the workers were working under SLK Contract Service and after that from 22-5-2004 they were working under M/s. Jac Air Services upto 3-4-2005. But in contract to this evidence one of the concerned workmen in this dispute namely Mr. Ravi who was examined as WW2 has stated that we have not worked through any contractor in the Airport Authority of India and he also stated that he received a memo from the Duty Officer, but he has not filed the copy of the said memo before this Tribunal. WW2 also stated that if he wants to take leave, he used to submit leave letter to the Duty Officer and they have received wages through the Duty Officer of the Airport Authority of India. Similarly WW3 another member of the Petitioner union as well as one of the workmen in this dispute Mr. S. Sivaraman has stated that we have not given any leave letter to any authority but we will inform the Airport officials through phone and also stated that he was working from 1-1-95 under the Airport Authority and the Respondent has not issued any show cause notice to him in all these ten years. The contract entered into with M/s. Jac Air Services was terminated on 2-4-2005 and it was awarded to M/s. Omega Enterprises. WW4 another workmen Mr. Muthukalai has stated that in EX. W1 in column 3 the name of one Sri N.G. Pillai was mentioned and he has also signed and Mr. N. G. Pillai was also working as a loader and the persons mentioned in the first column were also working as loaders and he does not know the reason for mentioning his name in 3rd column instead of 1st column. WW4 also deposed that there was no supervisor of the contractor to guide them. Thus, the witnesses examined on the side of the Petitioner have given different stories with regard to supervision and control exercised by the Respondent/Management. It is clear from the contract that the contractor has to provide supervisor to supervise the work of the contract labourers. It is also mentioned in the attendance register in column 3, as name of the supervisor and also signature of the supervisor. Though the witnesses who have examined on the side of the Petitioner have stated that there was no supervisor of the contractor, from the evidence of the Petitioner, it is clear that one among the concerned employees was posed, as supervisor to supervise the work of other workmen. It is also clear from the evidence of WW 1 who is the Secretary of the Petitioner

union that disciplinary action was taken only by the contractor and not by the management with regard to concerned workmen. From the evidence of WW 1, it is clear that the over all control is with the contractor and not with the Respondent/Management. Therefore, it is, clear that the contract is a genuine one and the Petitioner has alleged that this is a sham and nominal one. But, they have not established this fact with any satisfactory evidence. Under such circumstances, I find this point that concerned workmen are not entitled to regularization of service under the Respondent/Management.

Point No.2 :—

The next point to be decided in this case is to what relief the concerned workmen are entitled ?

15. In the rejoinder the Petitioner alleged that even if this Tribunal has come to the conclusion that the contract is genuine, it has got powers to retain the employees till such time the work of loading and unloading is being carried on by the Respondents as one set of contract employees cannot be replaced by another set of contract employees and it is also important to note the facts with regard to earlier loaders and with regard to present loaders even though the contractor changes, the employee's remained the same. Under such circumstances, the relief can be moulded to safeguard the interest of the concerned workmen. Learned counsel for the Petitioner further contended that even though the Respondent alleged that under Section 45 of Customs Act, they are only custodian and Airport Authority of India as a coordinating agency has provided accommodation not only to Customs but also State Bank of India, Drug Controller, Embarkation Headquarters and so on and therefore, even if the Tribunal has come to the conclusion that the contract is a genuine one, since the earlier Loaders have raised the dispute with regard to their regularization and since the matter is pending before the Supreme Court, this Tribunal has got power to direct the Respondent/Management to retain the workmen concerned in this dispute till such time, the work of loading and unloading is carrying on by the Respondent.

16. I find much force in the contention of the learned counsel for the Petitioner. Though I find that concerned workmen are not entitled to regularization of their services with the Respondent/Management, since the Respondent/Management self has admitted that the rights of workmen involved in the present case will also be subject to the rights of 77 ex-loaders, whose case is pending, before the Supreme Court, I find till such time" namely, till the disposal of the SLP before Supreme Court with regard to 77 ex-loaders, the Respondent/Management has to engage the concerned workmen as Loaders. As such, I find the

concerned workmen cannot claim regularization of their services with the Respondent/ Management. But, I direct the Respondent/Management to retain the concerned workmen in service, till the disposal of the SLP with regard to ex-loaders before the Supreme Court. No Costs.

17. Thus, the reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 20th June. 2006.

K. JAYARAMAN, Presiding Officer

Witnesses Examined :—

For the I Party/Claimant : WW 1 Sri G.K. Panicker

WW 2 Sri S. Ravi

WW 3 Sri S. Sivaraman

WW 4 Sri V. Muthukalai

For the II Party/Management : MW 1 Sri V. Balasubramanian

Documents Marked :—

For the I Party/Petitioner :—

Ex. No.	Date	Description
W 1	1996	Attendance Register
W 2	1998	Attendance Register
W 3	2000	Attendance Register
W 4	2000	Attendance Register
W 5	2001	Attendance Register
W 6	2002	Attendance Register
W 7	2003	Attendance Register
W 8	2000	Point Book
W 9	09-01-04	Xerox copy of the letter of Security Manager regarding Issue of tokens
W 10	Nil	Xerox copy of the notice inviting tenders
W 11	Nil	Advertisement published in The Hindu regarding Air Cargo Traffic in Chennai.

For the Respondent/Management :—

Ex.No.	Date	Description
M 1	0-01-78	Xerox copy of the agreement entered

		into between Respondent and Air Freight Ltd.	M 20	22-06-94	Xerox copy of the order passed in W.P. 273/94.
M 2	19-09-85	Xerox copy of the letter from Respondent terminating Contract of Air Freight P. Ltd.	M 21	27-06-94	Xerox copy of the order in W.A. 800/94.
M 3	04-11-85	Xerox copy of the affidavit filed by Air Freight P. Ltd in W.P. 11683/85.	M 22	00-03-93	Xerox copy of the Claim Statement filed by union in ID 65/91.
M 4	12-12-85	Xerox copy of the order in W.P. 11683/85.	M 23	18-08-93	Xerox copy of the counter filed by Respondent in ID 65/91.
M 5	01-08-86	Xerox copy of the agreement between 2nd Respondent and Respondent/ Management.	M 24	Nil	Xerox copy of the written submission filed by Respondent.
M 6	02-07-86	Xerox copy of the order in W.P. 5164/86.	M 25	23-12-94	Xerox copy of the award passed in I.D. 65/91.
M 7	14-07-86	Xerox copy of the agreement for licence for providing Loaders in airport.	M 26	01-02-95	Xerox copy of the order passed in W.P. 22/95.
M 8	11-12-87	Xerox copy of the terms & conditions settled between Respondent/ Management and Airport Industrial Co-op Service Society.	M 27	03-11-95	Xerox copy of the order passed in W.A. No. 943/95.
M 9	00-07-89	Xerox copy of the affidavit and petition filed in W.P. 9110/89.	M 28	15-12-97	Xerox copy of the order passed in WPNo. 6126/95.
M 10	07-12-89	Xerox copy of the letter from Ministry declining to refer the dispute.	M 29	01-07-98	Xerox copy of the order in CMP No. 6016 to 6018/98.
M 11	18-12-89	Xerox copy of the order in W.P. 9110/89.	M 30	16-11-99	Xerox copy of the notification.
M 12	00-12-90	Xerox copy of the affidavit & petition in W.P. No. 18560/90.	M 31	27-02-01	Xerox copy of the affidavit filed in WP 3987/2001.
M 13	06-12-90	Xerox copy of the order passed in W.P. No. 18560/90.	M 32	01-03-00	Xerox copy of the order in WMP No. 5655/2001.
M 14	03-01-91	Xerox copy of the order in W.A. No. 1266/90	M 33	02-07-01	Xerox copy of the order in WMP No. 5655, 5656/2001.
M 15	26-03-91	Xerox copy of the order in W.P. No. 10719/90.	M 34	12-11-01	Xerox copy of the order passed in W.A. No. 544/98.
M 16	25-05-92	Xerox copy of the Memorandum of Understanding.	M 35	22-11-01	Xerox copy of the order passed by Delhi High Court.
M 17	27-07-93	Xerox copy of the Memorandum of Understanding Between IAAI & 2nd Respondent.	M 36	30-01-02	Xerox copy of the order passed in WAMP No. 19568/01.
M 18	20-12-93	Xerox copy of the letter from IAAI to 2nd Respondent.	M 37	01-06-02	Xerox copy of the affidavit filed in W.P. 19263/02.
M 19	27-12-93	Xerox copy of the reply given by 2nd Respondent	M 38	06-06-02	Xerox copy of the order passed in WPMP 26560/2002.
			M 39	12-07-02	Xerox copy of the interim order made absolute in WP 19263/02.
			M 40	22-07-02	Xerox copy of the grounds of appeal filed by Respondent In W.A. No. 2388/02.

M 41	14-06-02	Xerox copy of the order passed in W.A. No. 2388/2002.			Authority of India to SLK Contract Services extending the contract.
M 42	21-02-03	Xerox copy of the interim order of Supreme Court in C.A. No. 2244/2002.	M 58	28-04-03	Xerox copy of the letter from Airport Authority of India Headquarters, New Delhi to Chennai office regarding Extension of contract to SLK contract services.
M 43	20-04-04	Xerox copy of the order passed in W.Ps 3987/01 & 19263/2002.			
M 44	09-12-94	Xerox copy of the letter from Respondent/Management Awarding contract to SLK contract Services.	M 59	07-05-03	Xerox copy of the letter from Airport Authority of India to SLK Contract Services extending the contract.
M 45	01-01-95	Xerox copy of the agreement between Airport Authority of India and SLK Contract Services	M 60	29-07-03	Xerox copy of the fax message from Airport Authority of India, Delhi to Chennai.
M 46	24-03-98	Xerox copy of the letter from Airport Authority of India to SLK Contract Services.	M 61	07-08-03	Xerox copy of the letter from Airport Authority of India to SLK Contract Services extending the contract.
M 47	09-02-00	Xerox copy of the letter from Airport Authority of India to SLK Contract Services extending the contract.	M 62	06-11-03	Xerox copy of the fax message from Airport Authority of India, Delhi to Chennai.
M 48	09-07-01	Xerox copy of the letter from Airport Authority of India to SLK Contract Services extending the contract	M 63	10-11-03	Xerox copy of the letter from Airport Authority of India to SLK Contract Services extending the contract.
M 49	19-02-02	Xerox copy of the application of Jac Air Services to AAI For contract.	M 64	10-12-03	Xerox copy of the letter from Airport Authority of India to SLK Contract Services extending the contract.
M 50	13-03-02	Xerox copy of the letter from Airport Authority of India to SLK Contract Services extending the contract.	M 65	25-03-04	Xerox copy of the letter from Jac Air Services to Airport Authority of India.
M 51	02-04-02	Xerox copy of the letter from Airport Authority of India to Jac Air Services.	M 66	29-03-04	Xerox copy of the letter from Airport Authority of India to Headquarters recommending to award contract to Jac Air Services.
M 52	06-04-02	Xerox copy of the letter from Jac Air Services to Airport Authority of India.	M 67	21-05-04	Xerox copy of the letter for termination of contract of SLK Contract Services.
M 53	08-04-02	Xerox copy of the agreement between Airport Authority of India & Jac Air Services.	M 68	21-05-04	Xerox copy of the awarding of contract by Airport Authority of India to Jac Air Services.
M 54	13-04-02	Xerox copy of the letter from Airport Authority of India to SLK Contract Services-extending the contract.	M 69	22-05-04	Xerox copy of the letter from Jac Air Services to Airport Authority of India accepting the contract.
M 55	22-07-02	Xerox copy of the letter from Airport Authority of India to SLK Contract Services extending the contract.	M 70	28-04-05	Xerox copy of the agreement entered into between the Respondent/Management and Omega Enterprises.
M 56	04-12-02	Xerox copy of the letter from Airport Authority of India to SLK Contract Services extending the contract.			
M 57	20-03-03	Xerox copy of the letter from Airport			

नई दिल्ली, 20 सितम्बर, 2006

का.आ. 3980.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार शंकर केमिकल लाईम तिरुनलवेली के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 394/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-9-2006 को प्राप्त हुआ था।

[सं. एल-29011/32/2004-आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 20th September, 2006

S.O. 3980.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 394/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the management of Sankar Chemical lime, Tirunelveli and their workman, which was received by the Central Government on 15-9-2006.

[No. L-29011/32/2004-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, CHENNAI**

Thursday, the 20th July, 2006

Present: K. JAYARAMAN, Presiding Officer

INDUSTRIAL DISPUTE No. 394/2004

(In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of Sankar Chemical Lime and their workmen)

BETWEEN

The General Secretary,
Cement & Quarry
Workers Union,
Sankar Nagar

AND

The Partner,
Sankar Chemical Lime,
Tirunelveli

Appearance:

For the claimant : M/s. Row & Reddy, Advocates

For the Management : M/s. S. Jayaraman, Advocates

AWARD

The Central Government, Ministry of Labour vide Order No.L-29011/32/2004-IR(M) dated 28-07-2004 has referred the dispute to this Tribunal for adjudication. The Schedule mentioned order is as follows :—

“Whether the claim of the Cement & Quarry workers Union for payment of TA & DA for appearance before the Appellate Medical Board at Dhanbad, payment of medical fees of Rs.300 and full wages from 20-5-02 to 30-01-03 for the following 10 workmen against the management of Sankar Chemical Lime are legal and justified? If not to what relief the workmen are entitled to ? (1) Sivan Perumal, S/o. Gomu (2) Palsamy, S/o. Pitchaiah (3) Thirumalai, S/o. Subbaiah (4) Pitchaiah S/o. Sudalaimuthu (5) Jegadeesan, S/o. Sokkalingam (6) Sivanar, S/o. O. Sappani (7) Kalangarayan, S/o. Vallimuthu (8) Sankar, S/o. Subbaiah (9) Thangasamy, S/o. Perumal (10) Sudalaimuthu S/o. Krishnan.”

2. After the receipt of the reference, it was taken on file as I.D. No.394/2004 and notices were issued to both the parties and both the parties entered appearance through their advocates and filed their Claim Statement and Counter Statement respectively.

3. The allegations of the Petitioner union in the Claim statement are briefly as follows :—

Except Mr. Kalangarayan, the other nine workmen concerned in this dispute are working as mazdoor in the Respondent/Management mines. Mr. Kalangarayan has been working as Maistry. The nature of job involved by these ten workers is to extract limestone from the mines of Respondent. As per mines Act, the mine workers have to undergo a medical check up once in five years. These ten quarry workers underwent a medical check up conducted by Respondent/Management. But, the medical officer appointed by the Respondent without properly examining these ten workers, gave a medical certificate finding them unfit to work in the mines. Taking this into account, the Respondent/Management terminated the services of all these ten workers w.e.f. 20-5-2002. Aggrieved by the order, the ten workers referred in this dispute raised an appeal before Appellate Medical Board constituted under Mines Act, As such, the medical board was constituted at Dhanbad, Bihar. During the course of medical re-examination of these ten workmen, the Board found that they are fit enough to be engaged in mines and it gave a fitness report dated 20-11-2002. Accepting the Medical Board's report, these ten workmen were reinstated in service, w.e.f. 30-1-2003 without any back wages. Thus, the termination of these ten workers w.e.f. 20-5-2002 is illegal, unjustified and void. The said workers were victimised by the Respondent/Management because all these workers joined the Petitioner union. The concerned employees suffered a huge economic loss because of the

unfair attitude of the Respondent/Management. Wages was denied by the Respondent/Management because of the illegal termination and between 20-5-2002 and 30-1-2003, concerned workmen were not gainfully employed elsewhere. On the other hand, they have incurred expenses amounting to Rs. 6,000 which being the travelling and other expenses to attend the re-examination of the Medical Board and they have further paid Rs. 300 per worker towards payment of medical fees. As per Section 29J of Mines Act, this medical fees should be refunded to the concerned employee if the Appellate Board finds the worker is medically fit for appointment. The concerned workmen approached the Respondent/Management to refund the TA & DA for appearance before the Appellate Medical Board, Bihar, payment of medical fees and full wages during the course of illegal termination between 20-5-02 and 30-1-03, but the Respondent/Management has not given the said amount, but gave an evasive reply. Aggrieved by this action, the Petitioner union, espousing the cause of ten workmen raised the industrial dispute before Assistant Labour Commissioner (Central). Hence, for all these reasons, the Petitioner union prays to pass an award holding the demand of the Petitioner union is legal and justified.

4. As against this, the Respondent in its Counter Statement contended that the Respondent company is governed by the provisions of Mines Act and Mines Rules. Under Mines Rules 29 B periodical medical examination of workers have to be conducted. The Directorate General of Mines Safety sent a letter dated 5-12-2001 and also a reminder dated 3-1-2002 for medical examination of mines workers and therefore, this Respondent has arranged for medical examination of all the 118 workers and the medical examination was conducted by Dr. E. Kandasamy, who is a Civil Assistant Surgeon. Out of the 118 workmen examined by him, only 99 workers were found medically fit and 19 workmen were found medically unfit. Then the management issued a notice dated 3-4-2002 to all the 19 workers who were found medically unfit informing them at the Respondent was proceeding to declare these workers that they would no longer be in service after 33 days from the date of receipt of the notice and also informed the Deputy Director of Mines Safety Oorgaum Region, Oorgaum and the Directorate General of Mines Safety, Dhanbad and also passed order dated 16-5-2002, informing the workmen who are declared medically unfit and they will not be in service of the company from 20-5-2002. Out of 19 workmen, nine workers accepted the order of discharge issued by the company and received their dues. However, ten workmen concerned in this dispute filed an appeal against the declaration given by the doctor, as such medical re-examination by the Appellate Medical Board was held at Koyla Nagar hospital, Koyla Nagar, Dhanbad on 20-11-2002. In that medical re-examination, the Board has come to a conclusion that they are medically fit to work in mines. In the mean time, the

concerned ten workmen raised an industrial dispute questioning their non-employment and the same was referred by the Central Government by an order dated 3-4-2003. But, however, the Petitioner herein did not bother even to enter appearance or to file any Claim Statement, even after two notices were sent to them and this Tribunal by an Award dated 11-9-2003 observed that Petitioner union is not interested in pursuing the reference and in view of the circumstances, the Tribunal returned the reference in I.D No. 64/2003 to the Ministry for want of prosecution. Therefore, order dated 16-5-2002 has become final. However, the Respondent/Management reinstated these ten workmen on and from 30-1-2003. Therefore, these ten workmen were not in service from 20-5-02 to 30-1-03 i.e. for a period of 8 months and 10 days and admittedly they have not worked during that period and with regard to workman one Mr. Pitchaiah is concerned, though he joined the service as per the direction of Medical Appellate Board, he did not appear thereafter and he has absented for a long period and ultimately left the service on his own accord expressing his inability to continue in work and discharged his duties in view of his medical unfitness. Any how, the reference itself is incompetent and bad in law. The Petitioner union has no *locus standi* to raise the present dispute and there is no proper espousal of the present dispute by substantial number of workmen which is a basic requirement for a dispute to be referred. The allegation that medical officer did not properly them is totally bereft of truth. The concerned employees were rightly terminated after medical examination, in accordance with Mines Rules. The allegation that workmen were victimized since they joined the Petitioner union is totally devoid of any merits and without any substance. The claim made by the Petitioner in the annexure is unjustified and unsustainable. Since the workmen had not worked during the period mentioned in the dispute, they are not entitled to any wages for that period on the ground of 'No work—no pay' Further, the relief claimed by the Petitioner union in I.D. No. 64/2003, no relief having been granted by this Tribunal and on that ground also, this industrial dispute is not maintainable. None of the rules provide TA/DA as claimed by the Petitioner. Under Rule 29 J(3) in case, the Medical Appellate Board finds the workman fit for employment in Mines, the fees of Rs. 300 can be refunded and not otherwise. Any how, the Respondent denies the figures mentioned in Annexure-A to the Claim Statement and claim made by the Petitioner union. Hence, for all these reasons, the Respondent prays that the claim may be dismissed with costs.

5. In these circumstances, the points for my consideration are:

- (i) "Whether the claim of the Petitioner union for payment of TA/DA, Payment of medical fees, full wages from 20.5.2002 to 30.01.2003 for the Ten workmen mentioned in the reference is legal and justified?

- (ii) "To what relief the concerned employees are entitled?"

Point No.1:

6. The admitted facts of this case are as per the Mines Act and Rules, periodical medical examination of mines workers have to be conducted and as per the direction from Directorate General of Mines Safety, the Respondent/Management herein arranged for medical examination of all the 118 workers in the mines. In the medical examination conducted by Dr. E. Kandasamy, who is a Civil Assistant Surgeon, found that out of 118 workers, 99 workers were found medically fit and 19 workers were found medically unfit and accordingly, he issued certificates in Form 'O' which was marked as EX. M1 and basing on it, the Respondent/Management issued a notice dated 3-4-2002 under Ex. W7 series informing that the Respondent was proceeding to declare these workers that they would no longer be in service after 33 days from the date of receipt of the notice and after that on 16-5-2002 the Respondent discharged the 19 workers. After that 10 out of 19 workers have preferred an appeal before the Appellate Medical Board and the medical board after re-examination has declared them as fit to continue in mines. Subsequently, they have been reinstated in service by the Respondent/Management.

7. The contention of the Petitioner in this case is that the concerned ten workmen were victimized by the Respondent/Management because these ten workers joined the Petitioner union and the Respondent/Management by the reason of undue influence made the medical practitioner who examined the concerned ten workers gave false medical certificate, which was ultimately disproved by the Appellate Medical Board after re-examination. It is further contended on behalf of the Petitioner that these ten workers have suffered a huge economic loss because of this unfair attitude of the Respondent/Management and had these ten workmen been on service between 20-5-2002 and 30-1-2003 (8 months and 10 days) the wages would have been Rs. 19,620 per worker and this wage was denied by the Respondent/Management because of the illegal termination. Further, they have not gainfully employed during this period, on the other hand, they have incurred an amount of Rs.6000 which being travelling and other expenses to attend the re-examination before the Appellate Medical Board. Further, they have paid Rs.300 each towards payment of medical fees. As per section 29(j) of the Mines Act, this medical fees should be refunded to the concerned employees, if the Appellate Medical Board finds the workmen are medically fit for appointment. In this case, since the Medical Board had found these ten workers are medically fit to work in mines, they are entitled to this amount also and therefore, the Respondent is liable to pay the claim made by the Petitioner union for the concerned employees.

30099/06-15

8. But, as against this, on behalf of the Respondent it is contended that reference itself is incompetent and bad in law. The Petitioner union has no locus standi to raise the present dispute and there is no proper espousal of present dispute by substantial number of workmen, which is the basic requirement for the dispute. The next contention of the Respondent in this case is it is false to allege that the medical officer did not properly examine them and the Respondent/Management has exercised undue influence over the Doctor to declare them as unfit to work in mines. It is only after proper medical examination, after periodical check up and after a lapse of five years, the concerned employees were declared as unfit. Further, the said Doctor has declared the 19 workers out of 118 workers as unfit and out of which 9 workers have accepted the report of medical examination and they have been discharged from service. Therefore, there is no merit in the contention of the Petitioner that the Doctor has not properly examined the concerned employees and the Respondent has exercised undue influence over the Doctor and the concerned workers have been rightly terminated after the medical examination in accordance with Mines Rules. It is further alleged on behalf of the Respondent that there is no proof to show that they have been victimized by the Respondent/Management, since they joined the Petitioner union. With regard to their claim of back wages from 20-5-2002 to 30-1-2003 they have raised the industrial dispute questioning their non-employment and the same was referred to by the Central Govt. by an order dated 2-4-2003 which was then taken on file by this Tribunal as I.D. No. 64/2003. However, since the Petitioner herein did not enter appearance nor filed any Claim Statement even after two notices, hence this Tribunal by its award dated 11-9-1993 observed that the Petitioner union is not interested in pursuing this reference and in view of these circumstances, the Tribunal returned the reference made in the Industrial Dispute to the Ministry for want of prosecution. Therefore, non-employment of these workmen which arose pursuant to the discharge from service by an order dated 16-5-2002 has become final, as there is no award holding that termination of these workmen is unjustified nor is there any award directing reinstatement of these ten workmen. Further, they have not claimed back wages in I.D. No. 117/2003 which was filed by them for reinstatement. Under such circumstances, they cannot claim any amount from this Respondent. It is the further contention of the Respondent that no doubt under Rule 29J(3) of Mines Rules it is mentioned that 'in case, the Appellate Medical Board finds the workman fit for employment in mines, the fees of Rs. 300 can be refunded' but for that amount also the concerned workmen are not entitled to get the same. Therefore, they are not entitled to claim any amount from the Respondent as alleged by them. The Respondent further disputed the claim made by the concerned workers with regard to their salary and other things.

9. It is admitted in this case that there is no specific rule which says that under these circumstances the workers are entitled to reimburse the amount for the discharge. In this case, if the Petitioner is established before this Court that the concerned workers have been terminated by the Respondent/Management illegally and if the Petitioner is established before this Tribunal that the concerned Doctor was influenced by the Respondent/Management to give a certificate that they are medically unfit, I think they are entitled to get the amount claimed by them. But, there is no proof to establish the fact that Respondent/Management has wantonly victimized the concerned workmen in this case. It is admitted by the Petitioner that as per Mines Rules and Act periodical medical check up has to be done and all the 118 workers have been periodically checked up by the Doctor and the Doctor has examined all the 118 mines workers and he declared only 19 persons as medically unfit to work in mines. Under such circumstances, I am of the opinion that the Petitioner has not established the allegations that the Respondent/Management has wantonly victimized the concerned workers due to the fact that they have joined the Petitioner union. Similarly, they have also not established the fact that the Respondent has influenced the Doctor to give such a certificate to them. As I have already stated that there is no provision in the Mines Act or Rules that in such circumstances, the workers concerned are entitled to claim the amount from the Respondent/Management. In these circumstances, it is pertinent to note that the Deputy Director of Mines Safety though has given a criminal complaint before the Judicial Magistrate No.V at Tirunelveli with regard to the Respondent/Management and also the Doctor, but the Hon'ble High Court of Madras has quashed the criminal complaint pending before the Judicial Magistrate. Under these circumstances, it cannot be said that without following the procedure the Doctor has given a certificate stating that the 19 workers are medically unfit. Therefore, the allegation of the Petitioner that without proper examination, the Doctor has declared the concerned employees are unfit to work in the mines is not proved. As I have already stated, it is also not proved before this Tribunal that the Respondent has wantonly victimized the concerned employees on the ground that they have joined the Petitioner union. No doubt, the Secretary of the Petitioner union has examined himself in this case and has stated that the concerned workers have not gainfully employed during the period of discharge namely from 20-5-2002 to 30-1-2003 (eight months and ten days), since the Petitioner has not established that they are legally entitled to the amount claimed for the period, I am not inclined to accept the contention that concerned workers are entitled to get the amount from the Respondent. The concerned workmen also claimed payment of T.A./D.A. for their appearance before the Appellate Medical Board at Dhanbad, but they have not stated under what provision of rule or law, they are entitled to claim the payment of

T.A./D.A. for appearance before the Appellate Medical Board. As I have already stated that since they have not established the fact that the Respondent has victimized and wantonly terminated the services of the concerned employees, I am not inclined to accept the contention that only because of the action of the Respondent/Management, they have to appear before the Appellate Medical Board. Unless and until they have established the fact that the Doctor has committed a gross misconduct in giving his opinion and unless and until they have not established the fact that Respondent/Management has wantonly victimized the concerned employees on the ground that they have joined the Petitioner union, I am not in a position to give the relief claimed by the Petitioner union.

10. The next thing to be decided in this case is—

“Whether the payment of medical fees of Rs. 300 made by the concerned workers are to be reimbursed by the Respondent/Management or not?”

11. It is admitted that as per section 29J(3) of Mines Act, in case, the Appellate Medical Board finds the workman fit for employment in mines, the fees of Rs.300 can be refunded. In this case, after the certificate given by Dr. E.Kandasamy, the Appellate Medical Board had re-examined the concerned employees and come to the conclusion that they are fit for employment in mines and therefore, I find the concerned workers are entitled to get Rs.300 which they have paid for medical re-examination before the Appellate Medical Board. No doubt, I find some force in the contention of the learned counsel for the Respondent that in the previous proceedings in I.D.No.117/2003 in which the concerned workmen have raised the dispute for reinstatement and they have not claimed back wages and they have not contested the case, on the other hand, they have filed a memo stating that the matter was settled out of Court and under such circumstances, they are not entitled to claim any amount from the Respondent/Management, but though I am inclined to accept the contention of the Respondent with regard to the amount of back wages and also with regard to T.A./D.A., with regard to reimbursement of Rs. 300 since Rule 29J(3) clearly says that if the Appellate Medical Board had come to the conclusion that the concerned employees are fit to continue in mines, they are entitled to be reimbursed. Under such circumstances, I find the concerned workers are entitled to get the amount which they have already paid for medical re-examination. As such, I find the demand for payment of T.A./D.A. and demand for full wages from 20-5-2002 to 30-01-2003 are not justified, but the claim of refund of Rs.300 is legal and justified.

Point No.2:—

The next point to be decided in this case is to what relief the Petitioner is entitled ?

12. In view of my foregoing findings that except the medical fees of Rs.300 paid by the concerned workers, the other demands made by the concerned workers are not justified, I find each employee mentioned in the reference is entitled to get medical fees of Rs.300 paid by them towards medical re-examination. No Costs.

13. Thus, the reference is answered accordingly.

K. JAYARAMAN, Presiding Officer

Witnesses Examined :—

For the I Party/
Claimant WW1 Sri A. Vaikandan

For the II Party / Management MWI Sri
V. R. Rangarajan

Documents Marked :—

For the I Party/Claimant :

Ex. No. Date	Description
W1 series	Xerox copy of the train tickets
W2 16-5-02	Xerox copy of the order issued to Palsamy
W3 28-1-03	Xerox copy of the order issued to Pitchaiah
W4 series	Xerox copy of the wage slip
W5 series Nil	Xerox copy of the summons to witnesses & a letter from Director of Mines Safety
W6 18-2-97	Xerox copy of the letter from Government of India enclosing standing orders
W7 series	Xerox copy of the report of medical examination of workman concerned in this dispute and notice from Respondent/Management
W8 series Nil	Xerox copy of the report of medical re-examination By Appellate Medical Board of all concerned workmen

For the II Party/Management :—

M 1	Nil	Xerox copy of the report of medical examination under Rule 29B of Mines Rules
M2	22-1-02	Xerox copy of the letter from Member Secretary enclosing Reports of Appellate Medical Board
M3	27-8-03	Xerox copy of the resignation letter given by Pitchaiah
M4	27-11-03	Xerox copy of the Award and covering letter of Tribunal

Ex. No. Date	Description
M5 18-12-97	Xerox copy of the letter from RLC to Respondent enclosing certified standing orders.
M6 Nil	Xerox copy of the criminal complaint preferred by Deputy Director of Mines Safety
M7 13-9-04	Xerox copy of the order of High Court in OP No.42699 03

नई दिल्ली, 20 सितम्बर, 2006

का.आ 3981.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार तानमाग, सलेम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नाई के पंचाट (संदर्भ संख्या 417/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-9-2006 को प्राप्त हुआ था।

[सं. एल-29012/56/96 आई आर(विविध)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 20th September, 2006

S.O. 3981.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 417/2001) of the Central Government Industrial Tribunal/Labour Court Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Tanmag, Salem and their workman, which was received by the Central Government on 15-9-2006.

[No. L-29012/56/96-IR (M.)]

B.M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT, CHENNAI

Monday, the 5th June, 2006

Present : K. JAYARAMAN,
Presiding Officer

INDUSTRIAL DISPUTE NO. 417/2001

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of TANMAG and their workmen)

BETWEEN

Sri I. Krishnan : I Party/Petitioner
AND

The Chairman cum : II Party/Management
Managing Director,
TANMAG, Salem.

APPEARANCE

For the Workman : M/s. A. Nagarathinam
Advocates

For the Management : Mr. M.R. Raghavan,
Advocate

AWARD

The Central Government, Ministry of Labour vide Order No. J-256-1/56/96-IR (M.) dated 27-12-1996 has referred the following industrial dispute to this Tribunal for adjudication.

"Whether the action of the management of TANMAG in terminating the services of Shri I. Krishnan, T.No. 707 is just, proper and legal? If not, to what relief the workman is entitled?"

2. After the receipt of the reference, the Tamil Nadu Industrial Tribunal has taken it as I.D. No. 1/97 and issued notices to both parties and both parties entered appearance through their advocates and filed their Claim Statement and Counter Statement respectively. Subsequently, after the constitution of this Tribunal, this industrial dispute was transferred to this Tribunal and this Court has taken on file as I.D. No. 417/2001 and taken up for enquiry. After enquiry, this Tribunal has passed an order stating that the action of the Respondent/Management in terminating the services of Sri I. Krishnan is just, proper and legal and therefore, it held that the Petitioner is not entitled to any relief. Subsequently, the Petitioner has taken up the matter by preferring Writ Petition before High Court and in that the High Court has remanded the matter for fresh disposal stating that *the matter is remanded to 1st Respondent Tribunal for fresh consideration from the stage of furnishing a copy of enquiry report, if not given earlier to enable the Petitioner to show cause how he was prejudiced because of non-furnishing of the enquiry report.* After its remand, the matter was taken up by this Tribunal again and after ascertaining from the Petitioner that whether he has received the domestic enquiry report and after his reply that he has received the enquiry report, the matter was taken up for enquiry at that stage.

3. The allegations of the Petitioner in the Claim Statement are briefly as follows:

The Petitioner entered the services of the Respondent/Management in the year 1971 as unskilled worker bearing token No. 707. Subsequently, he was transferred from mines to the auto garage section as mazdoor and he has served more than 23 years in the Respondent/Management. The Petitioner was also involved in trade union activities of Salem District Pattali Thozhil Sangam which was espousing the cause of the workmen in day-to-day problems with the management. Enraged by the union activities of the Petitioner, the management was waiting for an opportunity, to victimize him. The Respondent/Management introduced VRS in the

company and the workers are coerced by all means to accept the said scheme. Thus, the Respondent/Management wanted to reduce the strength of the work force and workers were also forced to produce more than that of normal production without any agreement and those who are unable to achieve the target of workload were illegally suspended. While so, 67 workmen belonging to various gangs were suspended on 16-3-94 on the alleged charge for poor performance. This has created unrest and resentment among the workers in the mines and this was brought to the notice of seven trade unions. The Petitioner along with representatives of seven trade unions met the Respondent/Management to express the resentment that was prevailing among the workmen and requested for revocation of enmasse suspension with a view to bring normalcy. In that proceedings, heated arguments and counter arguments were exchanged by both sides. While so, to his shock and surprise, the Petitioner was served with an order of suspension dated 16-3-1994 alleging that he has abused the company officials and threatened them on the date of discussion. Even though the Petitioner has submitted his explanation not satisfied with the explanation, the Respondent/Management ordered for domestic enquiry. Subsequently, the 2nd show cause notice was issued to the Petitioner on 18-4-1994 and a final order was passed dismissing the Petitioner from service. The order of dismissal of the Petitioner from service is arbitrary, illegal and unjust. Even the appeal preferred by the Petitioner was dismissed without any reason or rhythm. The domestic enquiry was not conducted in a fair and proper manner and in accordance with principles of natural justice. He was not furnished with list of witnesses who are going to be examined and the list of documents which are going to be marked before the conduct of domestic enquiry. One Mr. K.A. Siddhan, who was the eye witness of the alleged incident was not examined as a witness on behalf of the Petitioner and thus, he was denied an opportunity to defend himself. The Petitioner was also denied supply of copies of enquiry proceedings in spite of requisition made by him. The Petitioner was not paid subsistence allowance during the period of suspension from 16-3-94 to 20-6-94 and it amounts to violation of Section 22(3) of Standing Orders. While passing the dismissal order, the Disciplinary Authority did not consider the past records of the Petitioner and he has not given notice as to the past records and thereby he was denied reasonable opportunity of being heard. The report of the Enquiry Officer are totally perverse and biased. The Respondent/Management examined only the security as a witness in support of the charges. All the management witnesses have stated that there was discussion on that date. In the discussion others also nearly 40 persons have participated, but the Petitioner only was served with order of suspension and he alone was chargesheeted, which shows the motive of the Respondent/Management. There was no misconduct done by the Petitioner as alleged by the Respondent/Management.

The Respondent/Management has not conducted any preliminary enquiry on the alleged charges. Above all, the order of dismissal passed by the Respondent/Management is disproportionate to the gravity of the charges alleged against the Petitioner. Hence, for all these reasons, the Petitioner prays that an award may be passed setting aside the order of dismissal and direct the Respondent/Management to reinstate him into service with continuity of services and other monetary benefits.

4. As against this, the Respondent in its Counter Statement contended that no doubt, the Petitioner was employed as mazdoor at Mines Division, Haulage section of the Respondent. On 16-3-94 when the Mines Manager was discussing with certain other workmen and foreman regarding disciplinary action initiated against two workmen, the Petitioner interfered and misbehaved with the Mines Manager and abused him and for this act, the Petitioner was placed under suspension and a charge sheet dated 16-3-94 under clause 21(7) and 21(10) of the Standing Orders was issued to the Petitioner. Even though the Petitioner has submitted his explanation since it was satisfactory, departmental enquiry was ordered. In that the Petitioner availed all the opportunities offered to him and participated in the domestic enquiry which held from 21-3-94 to 7-4-94 and was held in a fair and proper manner adhering to the principles of natural justice. Based on the materials placed in the enquiry, the Enquiry Officer submitted his findings on 15-4-94 holding that the Petitioner was guilty of the charges levelled against him. After considering the report, and also after following the procedure and considering the bad past record to the Petitioner the Respondent issued 2nd show cause notice dated 18-4-94 to the Petitioner proposing punishment of dismissal. The Petitioner submitted his reply on 20-4-94 wherein he admitted the charges and tendered apology. Independently considering the findings of the Enquiry Officer, the explanation of the Petitioner and his past record, the Disciplinary Authority passed an order on 20-6-94 dismissing him from service. The Appellate Authority before whom the Petitioner has preferred an appeal also considered the matter independently and rejected the appeal. Therefore, the order of dismissal passed by the Respondent is just and legal. The Petitioner was given ample opportunity in the domestic enquiry to defend himself and he examined five witnesses to defend his case and it was held in accordance with principles of natural justice. Since Sri K.A. Siddhan was the representative of the Petitioner in the enquiry, the Enquiry Officer was fair in holding that the said Mr. Siddhan could act as workman's representative only and he could not be a witness and also representative of the workman in the same enquiry. No request for payment of subsistence allowance was made by the Petitioner. It has also not been stated as to how the Petitioner was prejudiced by this. His past records were mentioned in the 2nd show cause notice and he was given ample opportunity to offer his explanation. Therefore, it would be improper to contend

that he was not given notice as to the past records and thereby denied reasonable opportunity of being heard. Further, his personal file was also marked in the domestic enquiry where he had an opportunity to contradict the same and the management's action against the Petitioner is not to victimize him for his union activities. When the Petitioner has admitted his guilt, it is not open to him to contend that he was victimized for participating in the union activities. The action of the Respondent/Management in punishing the Petitioner for proved misconduct is just, proper and certainly not motivated by victimisation. Hence, it is not a case for any interference by this Tribunal under section 11A of the I.D. Act and it can not be categorised as shockingly disproportionate warranting interference. Hence, for all these reasons, the Respondent prays that the claim may be dismissed with costs.

5. In these circumstances, the point for my determination is —

- (i) "Whether the Petitioner was prejudiced by non furnishing of enquiry report ?
- (ii) Whether the action of the Respondent/Management in terminating the services of Petitioner is just, proper and legal ?
- (iii) "To what relief the Petitioner is entitled ?"

Point Nos. 1 & 2:

6. The case of the Petitioner in this dispute is that he was a workman joined as unskilled worker under the Respondent/Management and he was transferred to auto garage section as mazdoor. It is his further allegation that he was involved in trade union activities, therefore, the Respondent/Management has got grudge over him and on 16-3-94 when the Mines Manager was discussing with regard to disciplinary action taken against the two workmen of gang No. 20 he interfered in the discussion and in that discussion, heated arguments were exchanged by both sides. But, the Respondent/Management has issued a charge sheet alleging that he has misbehaved with the Mines Manager and abused him during the discussion. Even though he has given an explanation that he has not misbehaved with any of the officers, his explanation was not accepted and enquiry was conducted against him. The Respondent/Management after a farce of enquiry has passed the final order dismissing him from service. Even though he preferred an appeal against that order, the Appellate Authority also concurred with the findings of the Disciplinary Authority and rejected his appeal. The Petitioner alleged that the dismissal order passed on 20-6-94 by the Disciplinary Authority and the order of confirmation dated 9-7-94 are arbitrary, illegal and unjustified for several reasons.

7. But, as against this, the Respondent contended that the enquiry was conducted in a fair and proper manner and full opportunity was given to the Petitioner and he has also participated in the entire proceedings and therefore, it

cannot be said that the enquiry held against him is not proper and therefore, the impugned order need not be set aside and the Petitioner is not entitled to any relief.

8. At the first instance, as I have already stated that this Tribunal had come to the conclusion that dismissal order passed against the Petitioner is valid, just and proper and therefore, the Petitioner claim of the Petitioner was dismissed. Against that award, the Petitioner has preferred Writ Petition and in that the High Court has come to the conclusion that the impugned Award passed by this Tribunal is 'not sustainable and therefore, the High court has set aside the Award passed by this Tribunal and remitted the matter for fresh consideration from the stage of furnishing of copy of enquiry report.

9. Learned counsel for the Petitioner contended that the High Court has come to the conclusion that the enquiry report was not furnished to the Petitioner and when the enquiry report is not furnished and punishment is imposed on the basis of enquiry report, the tribunal should cause a copy of enquiry report to be furnished to the concerned employee to show cause how he was prejudiced because of non-furnishing of the said report and only after hearing the parties, the Tribunal can come to the conclusion that it would have made no difference to the ultimate punishment given. In this case, after the Enquiry Officer's report, though the Responded/Management has issued 2nd show cause notice had not furnished copy of enquiry report to the Petitioner and without furnishing the enquiry report, they have obtained explanation from the Petitioner and passed the final order. Therefore, the Petitioner has to show before this Tribunal as to how he was prejudiced by non-supplying of enquiry report. Learned counsel for the Petitioner further contended that though in the domestic enquiry number of documents were marked, it was not marked through anybody else, but the Enquiry Officer himself has marked those documents without anybody's evidence and the basic documents were not provided to the Petitioner. Secondly, one Mr. Siddhan alleged to be eye witness of this incident, though mentioned as defence witness, has not been permitted to be examined before the domestic enquiry. It was stated that since Mr. Siddhan was defence representative of the Petitioner in the domestic enquiry, he cannot be a witness for the Petitioner. This reason given by the Enquiry Officer is not fair and proper and fair opportunity was denied to the Petitioner on this ground. Thirdly, the management witness one Mr. M. Veerakumar, Mines Manager was examined as MW3 in the domestic enquiry. The said Manager is the higher authority for the Enquiry Officer, further he was also the Disciplinary Authority in this case. When MW1 was the Disciplinary Authority his evidence as MW3 cannot be believed because he has already approached the case with prejudicial mind. Therefore, there is no fairness in the domestic enquiry. Since the enquiry report was not given to the Petitioner, he has not raised all these things in his

representation to the 2nd show cause notice. Under such circumstances, a great prejudice was caused to the Petitioner by non-supply of enquiry report to the Petitioner. Learned counsel for the petitioner further relied on the rulings reported in 1994 I LLJ 1962 MANAGING DIRECTOR, ECIL, HYDERABAD Vs. B. KARUNAKAR wherein Full Bench of the Supreme Court have held that "Whenever therefore, the service rules contemplate an enquiry before a punishment is awarded and when the Enquiry Officer is not the Disciplinary Authority the delinquent employee will have the right to receive the Enquiry Officer's report notwithstanding the nature of the punishment..... he would not know in advance whether the report is in his favour or against him, it will not be proper to construe his failure to ask for the report as the waiver of his right. Whether therefore, the employee asks for the report or not the report has to be furnished to him. Since the right to make representation to the Disciplinary Authority against the findings recorded in enquiry report is an integral part of the opportunity of defence against the charges and to deny the said right is a breach of principles of natural justice..... In all cases, where the Enquiry Officer's report is not furnished to the delinquent employee in the disciplinary proceedings, the Court or Tribunal should cause copy of the report to be furnished to the aggrieved employee, he has not already secured it before coming to the Court/Tribunal and give the employee an opportunity to show cause how his or her case was prejudiced because of the non-supply of report." Therefore, in this case, since the enquiry report has not been given to the Petitioner the Petitioner has to establish before this Tribunal how he was prejudiced by non-supply of enquiry report. He further contended that the basic documents namely documents on which the Enquiry Officer has based his findings were not given to the Petitioner and the important witness namely Mr. K.A. Siddhan has not been permitted to examine in the case on the ground that he was the representative of the Petitioner in the domestic enquiry and it was not shown how a representative cannot be a witness for the delinquent. Learned counsel for the Petitioner further contended that in one case SHANTILAL MOTILAL MARWADI Vs. LIPTON TEA INDIA LTD. AND OTHERS reported in 1991 II LLR 225 the Bombay High Court has held that "request for permission to be defended by a co-workman on the ground that he was the defence witness, in such case. Enquiry Officer's rejection is violation of principles of natural justice because there is nothing in law that at the domestic enquiry a person who defends can never be examined as a defence witness." In this case, only on the ground that Mr. Siddhan was the defence representative, he was not allowed to give evidence in this case, which is violation of principles of natural justice. Thirdly, MW3 who was the Disciplinary Authority in this case has given evidence against the Petitioner and he has also decided this case as a Disciplinary Authority and he was also examined as management witness, in such

case, there is total violation of principles of natural justice. Furthermore, no subsistence allowance was given to the Petitioner throughout the enquiry. When the standing orders of Respondent has clearly stated that subsistence allowance must be given to the delinquent employee, the Respondent has not given any reason for not giving subsistence allowance till the end of enquiry. These are some of the prejudices caused to the petitioner and which was not submitted by the Petitioner due to non-supply of the enquiry report. Thus, the Petitioner was not given an opportunity to question the fairness of the enquiry by giving representation to the 2nd show cause notice. Under such circumstances, it cannot be said that the dismissal order passed by the Disciplinary Authority which was confirmed by the Appellate Authority is fair and just.

10. But, as against this, learned counsel for the Respondent contended that Petitioner even though alleged that he was not given any enquiry report before 2nd show cause notice, he has not stated this in his reply to the 2nd show cause notice. Further, he has not questioned the fairness of the enquiry, on the other hand, he has admitted the guilt in his 2nd show cause notice and he has requested the Respondent/Management to pardon his activities and to pass an order taking liberal attitude. In such circumstances, it cannot be said that the Petitioner has been prejudiced by non-supply of enquiry report. Furthermore, even in the appeal against the order passed by the Disciplinary Authority and even in the Claim Statement and also in written arguments, he has not questioned the conduct of enquiry nor stated any prejudice caused to him by non-supply of enquiry report. Under such circumstances, it cannot be said that he was prejudiced by non-supply of enquiry report. The contention of the learned counsel for the Petitioner is only an afterthought. Therefore, this Tribunal need not come to the conclusion that he was prejudiced by the non-supply of enquiry report. Learned counsel for the Respondent further contended that even before the High Court though he has raised certain allegations against the fairness of enquiry, the High Court has not come to the conclusion that the enquiry is not fair and proper, on the other hand, an opportunity must be given to the Petitioner only to substantiate his claim that prejudice was caused to him by non-supply of enquiry report. Therefore, the petitioner has no right to question the fairness of enquiry after the matter was remanded for a particular reason and in such circumstances, arguments of the learned counsel for the Petitioner cannot be accepted that there is no fairness in the enquiry.

11. But, again, learned counsel for the Petitioner contended that the High Court has not gone into the entire allegations of the petitioner and since the petitioner's advocate argued with regard to non-supply of enquiry report, the High Court has directed the matter to be remanded to his Tribunal on the ground to provide copy of enquiry report and to proceed with the case from the stage

of supply of enquiry report. On this ground, it cannot be contended that the High Court has upheld the fairness of the domestic enquiry in its judgement. Since no opportunity was given to the Petitioner to allege against the enquiry report, it cannot be said that the Petitioner has no authority to question the fairness of the enquiry after remand. Since no opportunity was given to the Petitioner to question all these things, it was a great prejudice caused to the Petitioner by non-supply of enquiry report. If the enquiry report had been given to him, then he must had an opportunity to raise all these pleas in his reply to 2nd show cause notice. But, since the enquiry report was not given to the Petitioner, he has no opportunity to raise all these things in the reply to 2nd show cause notice. Further, learned counsel for the Petitioner contended that 61 employees were suspended and as a representative of the union, he has asked the Respondent/Management that they have to be reinstated and narrated by his representation, but the Respondent/Management has taken vindictive action and suspended him and no opportunity was given to the Petitioner to defend his case. Further, in the domestic enquiry one Mr. R. Subramani was examined, who was the Security in the Respondent/Management and he has spoken to the fact which was subsequent to the alleged incident and no charge was framed against that allegation, therefore, the Enquiry Officer basing this evidence as corroboration to the incident is not fair on his part. Further all the witnesses spoken about the next day after the incident, the Petitioner has spoken in the gate meeting that he has spoken ill of Mines Manager and others and he has also threatened the Mines Manager and other officers and basing this evidence, the Enquiry Officer has come to the conclusion that charge framed against the Petitioner was a true one. But, no charge was framed against the petitioner for this incident namely gate meeting which took place after the alleged incident and therefore, the findings given by the Enquiry Officer basing his finding on the alleged incident subsequent to the charge is not fair and it cannot be believed.

12. I find much force in the contention of the learned counsel for the Petitioner because in this case from the proceedings of the domestic enquiry, I find the basic documents were marked by the Enquiry Officer without any evidence and further, he has not obtained the consent of the petitioner for marking these documents. Further, even though the Petitioner has alleged that Mr. Siddhan was his defence witness, the Enquiry Officer has rejected the request of the Petitioner on the ground that he was the defence representative of the Petitioner. But he has not stated under what provision of Standing Order or under any rule that defence representative cannot be a witness for the delinquent. Similarly Mr. Veerakumar, who was examined in the domestic enquiry as management witness namely MW3 who was working as Mines Manager and Disciplinary Authority in the domestic enquiry, when he

has given the evidence against the Petitioner in domestic enquiry, I think, it is not fair on his part to pass final order in this case, because he was already prejudiced by the alleged act of the Petitioner. Under such circumstances, by not giving the enquiry report and calling for reply or representation from the Petitioner with regard to enquiry report, a great prejudice was caused to the Petitioner by the non-supply of enquiry report. Under such circumstances, I find there is no fairness in the domestic enquiry held against the Petitioner. In this case, learned counsel for the Petitioner alleged that only because 67 employees were suspended by the Respondent/Management, the Petitioner who was the office bearer of the union has represented their cause to the management. But enraged by the action taken by the Petitioner, the Respondent/Management not only suspended the Petitioner, but also conducted a farce of enquiry and dismissed him from service and therefore, it is a fit case to set aside the dismissal order passed by the Respondent/Management and to reinstate him into service with all consequential benefits.

13. As I have already stated since no opportunity was given to the Petitioner for giving his representation after the 2nd show cause notice with regard to the findings of the Enquiry Officer, I find a great prejudice was caused to the Petitioner and by not giving the basic documents and by not permitting the Petitioner to examine his witness, the enquiry held against the Petitioner is not fair and proper. Therefore, I find the order of termination of the Petitioner from service is not just, proper and legal.

Point No. 3 :

The next point to be decided in this case is to what relief the Petitioner is entitled?

14. In view of my foregoing findings that the order of termination issued against the Petitioner is not just, proper and legal, I find the Petitioner is entitled to the relief of reinstatement, but in the circumstances of the case without any back wages. Therefore, I direct the Respondent/Management to reinstate the Petitioner into service with continuity of service and all other attendant benefits. No Costs.

15. Thus, the reference is answered accordingly.

(Dictated to the P.A. transcribed and typed by him, corrected and pronounced by me in the open court on this day the 5th June, 2006.)

K. JAYARAMAN, Presiding Officer

Witnesses Examined :—

On either side : None

Documents Marked :—

For the I Party/Petitioner :-

Ex. No.	Date	Description
W1	16-3-1994	Xerox copy of the Charge Sheet issued to Petitioner.

W2	18-3-94	Xerox copy of the explanation submitted by Petitioner.
W3	18-04-94	Xerox copy of the 2nd show cause notice issued to Petitioner.
W4	Nil	Xerox copy of the explanation submitted by Petitioner.
W5	20-06-94	Xerox copy of the order of dismissal issued to Petitioner.
W6	04-07-94	Xerox copy of the appeal preferred by Petitioner.
W7	09-07-94	Xerox copy of the order passed by Appellate Authority.
W8	14-07-94	Xerox copy of the 2A petition filed by Petitioner.
W9	Nil	Xerox copy of the reply to counter.
W10	Nil	Xerox copy of the failure of conciliation report.

For the Respondent/Management :—

Ex.No.	Date	Description
M1	21-03-94	Xerox copy of the enquiry proceedings.
M2	14-04-94	Xerox copy of the enquiry report.

नई दिल्ली, 20 सितम्बर, 2006

का.आ 3982.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम.ई. सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नागपुर के पंचाट (संदर्भ संख्या 93/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-9-2006 को प्राप्त हुआ था।

[सं. एल-29012/180/98-आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 20th September, 2006

S.O. 3982.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 93/2002) of the Central Government Industrial Tribunal-cum-Labour, Nagpur now as shown in the Annexure in the Industrial

Dispute between the employers in relation to the management of MECL and their workman, which was received by the Central Government on 18-9-2006.

[No. L-29012/180/98-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

**BEFORE SHRI A. N. YADAV PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. 93/2002

Date 1-9-2006

The Chairman-cum-Managing Director, Mineral Exploration Corporation Ltd., Seminary Hills, Nagpur-440006

Versus

The General Secretary, MEC Employees Union,
1/1 Manjidana Colony, Katol Road, Nagpur-440013.

AWARD

The Central Government after satisfying the existence of disputes between The General Secretary, MEC Employees Union, Party No. 2 and The Chairman-cum-Managing Director, Mineral Exploration Corporation Ltd., Party No. 1 referred the same for adjudication to this Tribunal *vide* its letter No. L-29012/180/98-IR(M) dt. 11-5-1999 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of ID Act with the following schedule.

“Whether the action of the management of Mineral Exploration Corporation Ltd., Nagpur, over withdrawal/curtailment of workers/employees facilities relating to holidays availed by them from last so many years is legal and justified? If not to what relief the said workmen/employees are entitled to and from what date?”

The above dispute came for hearing before the Tribunal on 1-9-2006. The perusal of record shows that, on 12-11-2002 and 27-1-2003 the counsel for workmen appeared and sought a time for filing Statement of Claim. On 27-9-2002 the counsel for the management filed the Vakalatnama however since then nobody appeared either union or the workmen in person and did not turn and attend the Court till today. However the counsel for the management occasionally appeared and finally after filling an application to dismiss the claim for default of the worker stopped and attending the Court also. In such circumstances it is clear the workmen or their union are not at all interested in proceeding with the claim. Hence the reference is dismissed for default of the workmen.

A. N. YADAV, Presiding Officer

300991/06-16

नई दिल्ली, 20 सितम्बर, 2006

का.आ 3983.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम.ई. सी.एल.के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 94/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-9-2006 को प्राप्त हुआ था।

[सं. एल-29011/51/98-आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 20th September, 2006

S.O. 3983.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 94/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of MECL and their workman, which was received by the Central Government on 18-9-2006.

[No. L-29011/51/98-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

**BEFORE SHRI A. N. YADAV PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. 9/2002

Date 1-9-2006

The Chairman-cum-Managing Director, Mineral Exploration Corporation Ltd., Seminary Hills,
Nagpur-440006

Versus

The General Secretary, MEC Employees Union,
Seminary Hills, Nagpur-440006.

AWARD

The Central Government after satisfying the existence of disputes between The General Secretary, MEC Employees Union, Party No. 2 and The Chairman-cum-Managing Director, Mineral Exploration Corporation Ltd., Party No. 1 referred the same for adjudication to this Tribunal *vide* its letter No. L-29011/51/98-IR(M) dt. 22-4-1999 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of ID Act with the following schedule.

“Whether the action of the management of Mineral Exploration Corporation Ltd., Nagpur, in not giving Rs. 48 per day as per their agreement dated 7-11-1990 to contingent workmen namely Shri R. K. Chawla, R. N. Hazare and B. R. Mahale w.e.f. 1-4-1990 is legal and justified? If not, to what relief the said workmen are entitled and from what date?”

The above dispute came for hearing before the Tribunal on 1-9-2006. The perusal of record shows that, on 12-11-2002 & 27-1-2003 the counsel for workmen appeared and sought a time for filing Statement of Claim. On 27-9-2002 the counsel for the management filed the Vakalatnama however since then nobody appeared either union or the workmen in person and did not turn and attend the Court till today. However the counsel for the management occasionally appeared and finally after filing an application to dismiss the claim for default of the worker stopped attending the Court also. In such circumstances it is clear either the workmen or their union are not at all interested in proceeding with the claim. Hence the reference is dismissed for default of the workmen.

A. N. YADAV, Presiding Officer

नई दिल्ली, 21 सितम्बर, 2006

का.आ 3984.—औद्योगिक विवाद अधिनियम, 1947 (1947का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डायमंड सिमेंट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 32/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-9-2006 को प्राप्त हुआ था।

[सं. एल-29012/107/98-आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 21st September, 2006

S.O. 3984.— In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 32/99) of the Central Government Industrial Tribunal-cum-Labour court Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Dimond Cement and their workman, which was received by the Central Government on 21-9-2006.

[No. L-29012/107/98-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/32/99

Presiding Officer : Shri C. M. Singh.

Shri Mohd. Jamil Hussain,
C/o Khadan Mazdoor Union,
The Vice President,
Head Office, Shram Sadhna,
West Land, Ordnance Factory, Katni.

.....Workman

Versus

M/s. Diamond Cement,
President, Birlapur,
P.O. Narsingarh, Damoh,
Jabalpur-470675.

.....Management

AWARD

Passed on this 12th day of September, 2006

1. The Government of India, Ministry of Labour vide Its Notification No.-L-29012/107/98/IR(M) dated 16-12-98 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the management of M/s. Diamond Cements, Distt. Damoh, in terminating the services of Shri Mohammad Jamil Hussain, operator, Quarry Div. w.e.f. 11-6-97 is legal and justified? If not, to what relief the workman is entitled?”

2. After the reference order was received, it was duly registered on 11-1-99 and notices were issued to the parties to file their respective statements of claim. The order sheet dated 1-8-05 of this reference proceeding reveals that inspite of sufficient service of notice on the workman, he failed to appear and file the statement of claim and therefore the reference proceeded ex-parte against the workman.
3. The management filed their Written Statement. Their case in brief is as follows. Workman Shri Mohammad Jamil Hussain alias Purshottam Dahia was appointed in the quarry. He was on probation for a period of 6 months. During the period of probation his work performance was not satisfactory and therefore his probation was extended giving him further opportunity to improve his work performance. On 3-3-97, Shri Jai Kishan Mandal, working in Electrical department submitted a written complaint against Shri Mohd. Jamil Hussain alleging that he and his wife Smt. Haseena alongwith three outside bad elements went to his quarter inside the colony and abused him a filthy language in presence of his wife and holding lathi and knives threatened to kill him. Since the charges against Shri Mohd. Jamil Hussain were serious hence a chargesheet No. 388 dated 14-3-97 was issued to Shri Mohd. Jamil Hussain calling for written explanation. Shri Mohd. Jamil Hussain submitted his written explanation dated 19-3-97 which was not found satisfactory. Therefore vide order No. 3 dated 1-4-97, Shri N. K. Machingal, the then manager (Personnel) was appointed as Enquiry Officer and Shri A. K. Verma was appointed as Presenting Officer to enquire in to the charges leveled against Shri Mohd. Jamil Hussain. On 29-4-97, the enquiry was fixed but

Shri Mohd. Jamil Hussain did not attend the enquiry proceedings and remained absent. Next date for enquiry was fixed on 6-5-97. On 6-5-97, workman Shri Mohd. Jamil Hussain attended the enquiry proceedings and submitted a letter dated 6-5-97 requesting to allow one Shri B.B. Singh to participate in the enquiry proceedings as his representative. The enquiry was again adjourned and 9-5-97 was fixed in the enquiry proceeding. Workman Shri Mohd. Jamil Hussain was also intimated in writing that Shri B. B. Singh is an outsider and therefore, is not permitted to participate in the enquiry. Workman Shri Mohd. Jamil Hussain was told to take any workman who could be even a Union Leader. *Vide* letter dated 9-5-97, he was again informed that he can bring any co-worker who could be even a Union leader as his representative but not any outside, and next date of enquiry was fixed on 13-5-97. On 13-5-97, the Enquiry proceedings commenced again. Workman Shri Mohd. Jamil Hussain attended the enquiry proceedings and again submitted a letter dated 13-5-97 and pleaded that he can bring any office bearer of the Union as his representative. The Enquiry Officer apprised him and again advised Shri Mohd. Jamil Hussain that he can bring any workman who is an office bearer of Trade Union of which he is a member as his representative but not Shri B.B. Singh as he is not a workman but an outsider. Workman Shri Mohd. Jamil Hussain again requested for adjournment. As he was already given 3 opportunities for attending enquiry, he was told that now he has been given the last opportunity and the next date in the enquiry was fixed on 15-5-97. On 15-5-97, he did not attend the enquiry proceedings and remained absent. An outsider sent by him came and submitted a letter dated 15-5-97 to the Enquiry Officer. In view of his request *vide* his letter dated 15-5-97, the Enquiry Officer again adjourned the enquiry and fixed the enquiry on 22-5-97. On 22-5-97, enquiry proceedings commenced again. Workman Shri Mohd. Jamil Hussain attended enquiry proceedings and pleaded again that he should be permitted to bring Shri B.B. Singh only as his representative. Again on that day, he was specifically told that Mr. B.B. Singh being an outsider is not allowed to participate in the enquiry. But, workman Shri Mohd. Jamil Hussain became adamant and suddenly walked out of the enquiry. The Enquiry Officer again gave him one more but last opportunity and fixed the enquiry on 23-5-1997. Workman Shri Mohd. Jamil Hussain refused to take the enquiry notice. Workman Shri Mohd. Jamil Hussain in spite of giving six oppourtunities did not take

part in the enquiry proceedings and hence enquiry was conducted *ex parte*. The Enquiry Officer submitted enquiry report dated 4-6-97 holding the workman guilty of charges. The said enquiry report was put up before the Competent Authority/Disciplinary authority for consideration. Having examined the said report with reference to the relevant documents on record, the Disciplinary Authority convinced by the assessment of evidence and satisfied by the conclusion drawn by the Enquiry Officer that the charges are in confirmity with the facts of the case as well as the documents and evidences which came out during the course of enquiry. The Disciplinary Authority has, therefore, agreed with the findings of the Enquiry Officer and held that the charges framed against the workman are proved. Consequently the workman was issued with show cuase notice dated 5-6-1997. The said show cuase notice was sent to which was delivered to him on 6-6-1997 by the Time Keeper, Quarry. Workman Mohd. Hussain refused to accept the letter, thereby *vide* letter No. FM : 4947 dated 6-6-97 the show cause notice was seant to him by Registered Post and the same was received by him. Workman Shri Mohd. Jamil Hussain did not give any reply to the said show cause notice. Therefore he was served with dismissal order No. PRS : 97-98 : 50 dated 11-6-97. *Vide* the above referred dismissal order, he was advised to settle his accounts within 24 hours. However Shri Mohd. Jamil Hussain refused to accept the letter, hence *vide* letter No. FM : 5446 dated 12-6-1997 the dismissal order was sent to him by registered post which he received on 14-6-1997. The order of punishment was imposed on the workman in the light of charges having being proved in the DE that was conducted agaist him. There is no illegality in holding the DE *ex-parte* when the applicant was given sufficient notice of it serveral times he even attended the enquiry 2-3 times, but refused to take part in the proceedings. The enquiry cannot be prolonged as long as the applicant wanted it to be prolonged. There is no violation of any provisions of the Certified Standing Orders. The action of the management is legal and proper and the dispute has no merit and consequently the workman is not entitled to any relief.

4. The Management in order to prove their case filed affidavit of Shri A. K. Verma, the then working in Diamond Cements, Narsingarh, Dist. Damoh (MP).
5. The Management also filed photostatic copies of enquiry proceedings.

- 6 I have heard Shri A.K. Shashi, Advocate the learned counsel for the management and I have very carefully gone through the entire evidence on record.
- 7 As the reference proceeded ex-parte against the workman, no evidence has been adduced on behalf of workman for indicating that the action of the management in terminating his services is illegal and unjustified.
- 8 Against the above, the case of the management is fully established from the unchallenged and uncontroverted affidavit of Shri A.K. Verma, the management's witness. The reference is therefore liable to be answered in favour of the management and against the workman. Having considered facts and circumstances of the case, I am of the opinion that the parties shall bear their own costs of this reference.
- 9 In view of the above, the reference is answered in favour of the management and against the workman holding that the action of management of M/s. Diamond Cements, Distt. Damoh, in terminating the services of Shri Mohammad Jamil Hussain, Operator, Quarry Div. w.e.f. 11-6-97 is legal and justified and consequently the workman is not entitled to any relief. The parties shall bear their own costs of this reference.
- 10 Copy of the award be sent to the Government of India, Ministry of Labour as per rules.

C.M. SINGH, Presiding Officer.

आई दिल्ली, 25 सितम्बर, 2006

आर.आ. 3985.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 17) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम. ई. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायलय नागपुर के पंचाट (संदर्भ संख्या 34/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-9-2006 को प्राप्त हुआ था।

[फा. सं. एल-29012/51/2003 आई आर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 25th September, 2006

S.O. 3985.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.34/2004) of the Central Government Industrial Tribunal Labour Court, Nagpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of MECL, and their workman, which was received by the Central Government on 18-9-2006.

[F.No.L-29012/51/2003-IR (DU)]

B. M. DAVID, Under Secy.

ANNEXURE

**BEFORE SHRI A. N. YADAV, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. 34/2004

Dated 5-9-2006

- (1) The Manager (Personnel & Admn.), Mineral Exploration Corporation Ltd., Seminary Hills Babasaheb Ambedkar Bhavan, Nagpur-440006.
- (2) The Sr. Training Officer, The Mineral Exploration Corpn. Ltd., Seminary Hills, Nagpur : 440006.

Versus

Shri Shankar Singh, S/o Shiv Prasad Singh,
R/o Village Dharak, post Ramgad, Kalmur (Bihar).

AWARD

The Central Government after satisfying the existence of disputes between Shri Bijay Shankar Singh, Party No. 2 and the Manager, (Personnel & Admn.), Mineral Exploration Corporation Ltd., Party No. 1 referred the same for adjudication to this Tribunal vide its letter No. L-29012/51/2003-IR (M) dt. 26-2-2004 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of ID Act with the following schedule.

“Whether the action of the management of M/s. Mineral Exploration Corporation Ltd., Nagpur, (MS) in awarding the punishment of removal from service w.e.f. 12-5-1999 to Shri Bijay Shankar Singh S/o Shri Shiv Prasad Singh, Electrician Helper is proper and justified? If not, to what relief the concerned workmen is entitled?”

The above dispute came for hearing before the Tribunal on 5-9-2006. The perusal of record shows that, in response to the notices of the Under Secretary i.e. order referring the dispute to the Tribunal dt. 26-2-2004, the counsels for the applicant Mr. R. N. Sen *suo-moto* appeared on 30-3-2004 and the counsels for the management appeared on 31-5-2005 by filing their respective Vakalatnama. However after filing their Vakalatnama neither the petitioner nor the counsel Mr. Sen or the counsel for the management appeared before this Tribunal at any time. The petitioner seems to be from Bihar and no body has even cared to attend the Tribunal at any time. Therefore even the Statement of Claim is not filed though a more than a year has been elapsed. I do not feel that they will again turn in this dispute, perhaps the petitioner might have even lost his interest in prosecuting the dispute. No purpose would be served by continuing the petition or the dispute in the absence of the parties and without any Statement of Claim or the Written Statement on behalf of the management. Hence the dispute is dismissed for the default of the petitioner and it is returned to the Under Secretary with this Award.

A. N. YADAV, Presiding Officer

नई दिल्ली, 26 सितम्बर, 2006

का.आ. 3986.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 अक्टूबर, 2006 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले ही प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप धारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध तमिलनाडु राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्,

बेगम्बर परिधि के ए. वेल्लेड, सीवल सरगु, पन्निपट्टी, मुनिलैकोट्टे, सैट्टियपट्टी, कीलकोट्टे, अम्बथुरै, गान्धीग्राम के अन्तर्गत आने वाले राजस्व ग्राम ।

[सं. एस-38013/54/2005-एस.एस.-1]

के. सी. जैन, निदेशक

New Delhi, the 26th September, 2006

S.O. 3986.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st October, 2006 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter V and VI (except sub-section (i) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Tamil Nadu namely :—

Centre Name	Areas comprising the Revenue Villages of
Begumbar Peripherals	1. A Vellode 2. Seeval Saragu 3. Pannipatti 4. Munilaikottai 5. Chinnalapatti 6. Settupatti 7. Keelakottai 8. Ambathurai 9. Gandhigram

[No. S-38013/54/2006-SS. 1]

K. C. JAIN, Director

नई दिल्ली, 26 सितम्बर, 2006

का.आ. 3987.—केन्द्रीय सरकार संतुष्ट हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (द) के उप-खण्ड (vi) के उपबंधों के अनुसरण में भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का. आ. 1282 दिनांक 22-3-2006 द्वारा बैंकिंग उद्योग जोकि औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची की प्रविष्टि 2 में शामिल हैं, को उक्त अधिनियम के प्रयोजनों के लिए दिनांक 17-4-2006 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था;

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है;

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (द) के उप-खण्ड (vi) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए दिनांक 17-10-2006 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित है ।

[फा. सं. एस-11017/5/97-आईआर (पी एल.)]

गुरजौत कौर, संयुक्त सचिव

New Delhi, the 26th September, 2006

S.O. 3987.—Whereas the Central Government having been satisfied that the public interest so requires that in pursuance of the provisions of sub-clause (vi) of the clause (n) of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the Notification of the Government of India in the Ministry of Labour S.O. No. 1282 dated 22-03-2006 the service in Banking Industry which is covered by item 2 of the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947) to be a public utility service for the purpose of the said Act, for a period of six months from the 17th April, 2006

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months.

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares the said industry to be a public utility service for the purposes of the said Act, for a period of six months from the 17th October, 2006

[F.No. S-11017/5/97-IR(PL)]

GURJOT KAUR, Jt. Secy.